

## CITY COUNCIL AGENDA ITEM COVER MEMO

Agenda Item Number: \_\_\_\_\_

Meeting Type: Regular

Meeting Date: Jun 12, 2014

Action Requested By: Engineering

Agenda Type: Resolution

Subject Matter:

Agreement with LBYD, Inc.

Exact Wording for the Agenda:

Resolution authorizing the Mayor to enter into an agreement with LBYD, Inc. for Engineering Design Services for Rideout Road-ALDOT Improvements, Project No. 65-14-SP17

**Note: If amendment, Please state title and number of the original**

Item to be considered for: Action

Unanimous Consent Required: No

Briefly state why the action is required; why it is recommended; what council action will provide, allow and accomplish and; any other information that might be helpful.

Engineering design services contract to add an additional lane along Research Park Boulevard, from I-565 Overpass to Redstone Gateway, approximately 800 feet, to include improvements associated with I-565 eastbound exit ramp to Research Park Boulevard. Design services in a lump sum total contract amount of \$61,080.00. Account No. 05-6500-0813-1020

Associated Cost: \$61,080.00

Budgeted Item: \_\_\_\_\_

MAYOR RECOMMENDS OR CONCURS: \_\_\_\_\_

Department Head: 

Date: 6/16/14

# ROUTING SLIP CONTRACTS AND AGREEMENTS

Originating Department: **Engineering**

Council Meeting Date: **6/12/2014**

Department Contact: **Lynn Majors**

Phone # **256-427-5201**

Contract or Agreement: **Engineering Design Services**

Document Name: **LBYP-Rideout Road Improvements-Project No. 65-14-SP17**

City Obligation Amount: **\$61,080.00**

Total Project Budget: **\$61,080.00**

Uncommitted Account Balance: **0**

Account Number: **05-6500-0813-1020**

## Procurement Agreements

**Not Applicable**

**Not Applicable**

## Grant-Funded Agreements

**Not  
Applicable**

**Grant Name:**

Department	Signature	Date
1) Originating	<i>Lynn Majors</i>	<i>6/12/14</i>
2) Legal	<i>Mary C. Cates</i>	<i>6/18/14</i>
3) Finance <i>RC</i>	<i>[Signature]</i>	<i>6/19/14</i>
4) Originating		
5) Copy Distribution		
a. Mayor's office (1 copies)		
b. Clerk-Treasurer (Original & 2 copies)		

**RESOLUTION NO. 14-\_\_\_\_\_**

**BE IT RESOLVED** by the City Council of the City of Huntsville, Alabama, that the Mayor be, and is hereby authorized, to enter into an agreement with LBYD, Inc. in the amount of SIXTY-ONE THOUSAND EIGHTY AND NO/100 DOLLARS (\$61,080.00) for Engineering Design Services for Rideout Road-ALDOT Improvements, Project No. 65-14-SP17, in Huntsville, Alabama, on behalf of the City of Huntsville, a municipal corporation in the State of Alabama, which said agreement is substantially in words and figures similar to that document attached hereto and identified as "Agreement between City of Huntsville and LBYD, Inc. for Engineering Design Services for Rideout Road-ALDOT Improvements, Project No. 65-14-SP17" consisting of a total of eighteen (18) pages plus thirty-seven (37) additional pages consisting of Attachments 1-16, and the date of June 12, 2014, appearing on the margin of the first page, together with the signature of the President or President Pro Tem of the City Council, and an executed copy of said document being permanently kept on file in the Office of the City Clerk of the City of Huntsville, Alabama.

**ADOPTED** this the 12th day of June, 2014.

\_\_\_\_\_  
President of the City Council of  
the City of Huntsville, Alabama

**APPROVED** this the 12th day of June, 2014.

\_\_\_\_\_  
Mayor of the City of Huntsville,  
Alabama

**AGREEMENT BETWEEN**  
**CITY OF HUNTSVILLE, ALABAMA**  
**AND**  
**LBYD, INC.**  
**FOR**  
**ENGINEERING DESIGN SERVICES**  
**FOR**  
**RIDEOUT ROAD-ALDOT IMPROVEMENTS**

**Project I.D Number 65-14-SP17**  
**June 12, 2014**

**\_\_\_\_\_  
President of the City Council of the City of  
Huntsville, AL  
Date: \_\_\_\_\_ June 12, 2014**

## TABLE OF CONTENTS

<u>ARTICLE 1 - ENGAGEMENT OF THE ENGINEER.....</u>	
<u>ARTICLE 2 - DESIGN SERVICES OF THE ENGINEER.....</u>	
<u>ARTICLE 3 - OMITTED.....</u>	
<u>ARTICLE 4 - ADDITIONAL SERVICES.....</u>	
<u>ARTICLE 5 - RESPONSIBILITIES OF OWNER.....</u>	
<u>ARTICLE 6 - PERIOD OF SERVICES.....</u>	
<u>ARTICLE 7 - PAYMENT TO THE ENGINEER.....</u>	
<u>ARTICLE 8 - GENERAL PAYMENT PROCEDURE.....</u>	
<u>ARTICLE 9 - GENERAL CONSIDERATIONS.....</u>	
<u>ARTICLE 10 - INDEMNITY AND INSURANCE.....</u>	
<u>ARTICLE 11 - MISCELLANEOUS PROVISIONS.....</u>	
<u>ATTACHMENT 1 - SCOPE OF SERVICES.....</u>	
<u>ATTACHMENT 2 - ALABAMA IMMIGRATION ACT-REPORT OF OWNERSHIP FORM</u>	
<u>ATTACHMENT 3 - CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES.</u>	
<u>ATTACHMENT 4- DESIGN REVIEWS.....</u>	
<u>ATTACHMENT 5 - ENGINEERS PERSONNEL FEE SCHEDULE.....</u>	
<u>ATTACHMENT 6 - PROGRESS REPORT.....</u>	
<u>ATTACHMENT 7 - SUB-CONSULTANTS ENGAGED BY THE ENGINEER.....</u>	
<u>ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST.....</u>	
<u>ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS.....</u>	
<u>ATTACHMENT 10 -UTILITY PROJECT NOTIFICATION FORM.....</u>	
<u>ATTACHMENT 11 - SAMPLE STANDARD DRAWING FORMAT.....</u>	
<u>ATTACHMENT 12 - ROW SUBMITTAL.....</u>	
<u>ATTACHMENT 13 - U.S. NATIONAL MAP ACCURACY STANDARDS.....</u>	
<u>ATTACHMENT 14 - REAL ESTATE PLAN REQUIREMENTS.....</u>	
<u>ATTACHMENT 15 - GIS BASE MAP.....</u>	
<u>ATTACHMENT 16 - REQUIRED DELIVERABLES.....</u>	



**AGREEMENT BETWEEN  
CITY OF HUNTSVILLE, ALABAMA  
AND  
LBYD, INC.  
FOR  
ENGINEERING DESIGN SERVICES  
FOR  
RIDEOUT ROAD-ALDOT IMPROVEMENTS**

**Project I.D Number 65-14-SP17**

THIS AGREEMENT made as of the 12th day of June in the year 2014, by and between the CITY OF HUNTSVILLE, ALABAMA (hereinafter called OWNER), and LBYD, INC., (hereinafter called ENGINEER).

WITNESSETH, for the considerations hereinafter set forth, the parties hereto agree as follows:

**ARTICLE 1 - ENGAGEMENT OF THE ENGINEER**

The OWNER hereby engages the ENGINEER, and the ENGINEER hereby accepts the engagement to provide general engineering and consultation as a representative of the OWNER to include the following:

- 1.1** Professional engineering services for design of Rideout Road-ALDOT Improvements as further described in ARTICLE 2, and hereinafter called PROJECT.
- 1.2** By executing this Agreement, the ENGINEER represents to the OWNER that the ENGINEER is a professional qualified to act as the ENGINEER for the PROJECT and is licensed and certified to practice engineering by all public entities having jurisdiction over the ENGINEER and the PROJECT. The ENGINEER further represents to the OWNER that the ENGINEER will maintain all necessary licenses, certifications, permits or other authorizations necessary to act as ENGINEER for the PROJECT until the ENGINEER's remaining duties hereunder have been satisfied. The ENGINEER shall assign only qualified personnel to perform any service concerning the PROJECT. All services rendered by the ENGINEER for the PROJECT shall be performed by or under the immediate supervision of experienced and qualified professionals licensed, certified, and registered as appropriate in the State of Alabama possessing the expertise in the discipline of the service being rendered. The ENGINEER assumes full responsibility to the OWNER for the negligent acts, errors and omissions of its consultants or others employed or retained by the ENGINEER in connection with the PROJECT.
- 1.3** Execution of this Agreement by the ENGINEER constitutes a representation that the ENGINEER has become familiar with the PROJECT site and the local conditions under which the PROJECT is to be implemented. The ENGINEER agrees to provide all necessary engineering services required to professionally accomplish the ENGINEER's defined scope of services.

## **ARTICLE 2 – DESIGN SERVICES OF THE ENGINEER**

- 2.1** ENGINEER shall provide for OWNER professional engineering services for design of Rideout Road-ALDOT Improvements.
- 2.2** These services shall include consultation and advice; customary civil, and structural services incidental thereto, as outlined herein and further described in the SCOPE OF SERVICES, ATTACHMENT 1.
- 2.3** Upon the OWNERS authorization, the ENGINEER shall prepare construction documents consisting of drawings and specifications setting forth in detail the requirements for construction of the PROJECT. The ENGINEER warrants that such construction documents are accurate, coordinated and adequate for the construction and in conformity and comply with applicable laws, codes and regulations. Products specified for use shall be readily available unless written authorization to the contrary is given by the OWNER. Products or materials specified by the ENGINEER that are available from only one source shall be justified in writing by the ENGINEER in order to meet applicable federal, state, or local procurement or bid requirements.
- 2.4** The ENGINEER shall prepare appropriate bid alternates as necessary in order to assure that the PROJECT can be awarded within the PROJECT budget limitations.
- 2.5** The ENGINEER shall serve as the OWNER's professional representative in those portions of the PROJECT to which this Agreement applies and shall consult with and advise the OWNER during the performance of these services.
- 2.6** The ENGINEER shall incorporate into its design, and into its final work products, the requirements contained within the OWNER's engineering standards, standard specifications, and design manuals referenced in ATTACHMENT 4. The requirements of the State of Alabama Department of Transportation design standards shall be reviewed for applicability and incorporated into portions of the work where joint participation between the OWNER and the State is applicable. When conflicts are noted between the OWNERS requirements and standards of others, the OWNERS standards shall take precedent. Discrepancies shall be brought to the attention of the OWNER. Deviations from OWNER's requirements shall be identified to the OWNER by the ENGINEER in writing prior to incorporating the changes.
- 2.7** The ENGINEER shall obtain a Utility Project Notification Form (Attachment 10) from all affected utilities on the project by the 60% design review stage. Acceptance shall be provided as a signed original by all affected parties at the 90% design review stage.
- 2.8** The ENGINEER shall promptly correct, or have corrected, any errors, omissions, deficiencies or conflicts in the ENGINEER's work product or that of his sub-contractors/sub-consultants, without additional compensation for time, reproduction or distribution.
- 2.9** During the process of design and preparation of the construction documents, the ENGINEER shall review with the OWNER the construction documents, the estimate of probable construction cost, schedule, and other design services issues. Such review shall be, at a minimum, as outlined in ATTACHMENT 4 as 0%, 30%, 60%, and 90% completion stage. Following such reviews, the ENGINEER shall make any appropriate revisions thereto to assure compliance with the OWNER's requirements.
- 2.10** A valid City of Huntsville license shall be maintained throughout the term of this contract. Additionally, the engineering firm shall be required to obtain and pay for all other federal,

state or local permits, licenses, and fees which may be necessary or required in order to perform the work detailed herein.

### **ARTICLE 3 - CONSTRUCTION ADMINISTRATION SERVICES** **OMITTED**

### **ARTICLE 4 - ADDITIONAL SERVICES**

The following services of the ENGINEER are not included in Article 2. Nevertheless, the ENGINEER shall provide such services if authorized in writing by the OWNER, and they shall be paid for by the OWNER as provided in Article 7, unless otherwise noted.

- 4.1 Making revision in drawings, specifications or other documents when such revisions are inconsistent with written direction by the OWNER previously given, are required by the enactment of revision of codes, laws or regulations subsequent to the preparation of such documents and not reasonably anticipated, or are due to other causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.2 Preparing drawings, specifications and supporting data in connection with change orders, provided that such change orders are issued by the OWNER due to causes not within the control or responsibility of the ENGINEER, either in whole or in part.
- 4.3 Providing additional services for repair or replacement of work damaged by acts of God or other cause during construction provided that such services are required by causes not the responsibility of the ENGINEER, either in whole or in part.
- 4.4 Providing services not otherwise required herein which are made necessary solely by the default of the ENGINEER or major defects or deficiencies in the work of the ENGINEER. These services shall be provided with no increase in the contract amount and will not be compensable on an hourly basis.
- 4.5 Providing expert witness services and other services arising out of claims.
- 4.6 Provide services to stake site during construction.

### **ARTICLE 5 - RESPONSIBILITIES OF OWNER**

The OWNER, without cost to the ENGINEER, will perform the following in a timely manner so as not to delay the services of the ENGINEER:

- 5.1 Assist ENGINEER by placing at ENGINEER's disposal all available information pertinent to the PROJECT including previous reports and any other data relative to design or construction of the PROJECT.
- 5.2 Provide all criteria and full information as to OWNER's requirements for the PROJECT, including design objectives and constraints, space, capacity and performance requirements, flexibility and expendability, and any budgetary limitations. The OWNER shall also furnish copies of all design and construction standards, which OWNER will require to be included in the drawings and specifications.



- 5.3 Assist the ENGINEER as necessary in acquiring access to and making all provisions for the ENGINEER to enter upon public and private lands as required for the ENGINEER to perform the work under this agreement.
- 5.4 Designate in writing a person to act as the OWNER's representative with respect to the work to be performed under this Agreement, such person to have complete authority to transmit instructions, receive information, interpret and define the OWNER's policies and decision with respect to materials, equipment elements and systems pertinent to the work covered by this Agreement. Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER, obtain advice of an attorney, insurance counselor and other consultants as OWNER determines appropriate for such examination and render in writing decisions pertaining thereto within a reasonable time so as not to delay the services of ENGINEER.
- 5.5 When requested by the ENGINEER, the OWNER will intercede on the ENGINEER's behalf when data from, or reviewed by third parties is not on schedule through no fault of the ENGINEER
- 5.6 The OWNER's review of any documents prepared by the ENGINEER or its consultants shall be solely for the purpose of determining whether such documents are generally consistent with the OWNER's intent. No review of such documents shall relieve the ENGINEER of its responsibility for the accuracy, adequacy, fitness, suitability and coordination of its work product.

## **ARTICLE 6 - PERIOD OF SERVICES**

- 6.1 The ENGINEER shall commence services pursuant to this agreement as of June 13, 2014. The final completion date for the completion of design services as outlined in Article 2 shall be September 11, 2014.

The ENGINEER shall perform these services with reasonable diligence and expediency consistent with sound professional practices. The ENGINEER shall include in his schedule an allowance for time required for OWNER's review of submissions and for approvals of authorities having jurisdiction over the PROJECT. When approved by the OWNER, the schedule shall not be exceeded by the ENGINEER, except for cause.

If the ENGINEER becomes aware of delays due to time allowances for review and approval being exceeded, delay by the OWNER, the OWNER's consultants, or any other reason beyond the ENGINEER's control, which may result in the schedule of performance of the ENGINEER's services not being met, the ENGINEER shall promptly notify the OWNER. If the OWNER becomes aware of any delays or other causes that will affect the ENGINEER's schedule, the OWNER shall promptly notify the ENGINEER. In either event, the ENGINEER's schedule for performance of its services shall be equitably adjusted.

## **ARTICLE 7 - PAYMENT TO THE ENGINEER**

### **7.1 BASIC SERVICES**

The OWNER shall compensate the ENGINEER for services rendered pursuant to this Agreement, excepting those services described as Additional Services in Article 4 of this Agreement, by payment of the LUMP SUM AMOUNT OF SIXTY-ONE THOUSAND EIGHTY AND NO/100 DOLLARS (\$61,080.00) for design services as described in Article 2. Additional services of the ENGINEER as described in Article 4, if any, shall be compensated on an hourly basis in accordance with Attachment 5.

## **7.2 REIMBURSABLE EXPENSES**

The scope of work for sub-contracted services is defined in the ENGINEER's scope of services, Attachment 1. The scope includes provisions for administration expenses for subcontracted services and reimbursable direct expenses including but not limited to laboratory tests and analyses; computer services; word processing services; permit fees, bonds, telephone, printing, binding and reproduction charges; and other similar costs. Indirect costs will have administrative fee reimbursements limited to no more than 5%. Direct costs are also limited to no more than 5% reimbursement.

Reimbursable expenses shall be limited during the term of this agreement as stated in Art. 7.1 Basic Services.

## **7.3 EFFECTIVE DATE**

This contract shall have no force or effect unless and until it is executed by the OWNER and the ENGINEER and a properly executed copy is mailed to the ENGINEER with a notice to proceed (NTP). If a NTP is not issued within sixty (60) days commencing from the last date of execution of this CONTRACT by the OWNER and the ENGINEER, then this CONTRACT shall be NULL AND VOID, the OWNER will not be obligated to any

payment to the ENGINEER and the ENGINEER will not be obligated to perform any work under said CONTRACT.

### **PAYMENT SUMMARY**

Engineering Design Services – LUMP SUM AMOUNT OF	\$61,080.00
<b>TOTAL CONTRACT AMOUNT:</b>	<b><u>\$61,080.00</u></b>

## **ARTICLE 8 - GENERAL PAYMENT PROCEDURE**

### **8.1 INVOICES**

**8.1.1** The ENGINEER shall submit monthly invoices to the Administrative Officer in the Engineering Department, for the basic services described under Articles 2 and 4 for the design of the PROJECT. Invoices must include the City of Huntsville project name and number, dates of services, contract amount, previous billings and current billing. Along with each invoice, the ENGINEER must submit a consultant progress report known as Attachment 6. No payment will be made without the consultant progress report completed and attached. Monthly progress reports shall be submitted monthly even if no request for payment is made. If services under Article 4 are included in the invoice for additional services not included under the lump sum provisions, or services billed as time and material, the classification and hours of such persons rendering the services shall be attached to the invoice.

**8.1.2** The signature of the ENGINEER on the invoice shall constitute the ENGINEER's representation to the OWNER that the services indicated in the invoice have progressed to the level indicated, have been properly and timely performed as required herein, that the reimbursable expenses included in the invoice have been reasonably incurred, that all obligations of the ENGINEER covered by prior invoices have been paid in full, and that, to the best of the ENGINEER's knowledge, information and informed belief, the amount requested is currently due and owing,

there being no reason known to the ENGINEER the payment of any portion thereof should be withheld. Submission of the ENGINEER's invoice for final payment and reimbursement shall further constitute the ENGINEER's representation to the OWNER that, upon receipt from the OWNER of the amount invoiced, all obligations of the ENGINEER to others, including its consultants, incurred in connection with the PROJECT, have been paid in full. ENGINEER must designate on Attachment 6 – Progress Report in the appropriate space provided that such action has been completed.

## **8.2 TIME FOR PAYMENT**

The OWNER shall make payment for services in Articles 2 and 4 within 60 days of receipt of valid invoice.

## **8.3 OWNER'S RIGHT TO WITHHOLD PAYMENT**

In the event the OWNER becomes credibly informed that any representations of the ENGINEER, provided pursuant to Article 8.1.2, are wholly or partially inaccurate, the OWNER may withhold payment of sums then or in the future otherwise due to the ENGINEER until the inaccuracy, and the cause thereof, is corrected to the OWNER's reasonable satisfaction. Additionally, failure by the ENGINEER to supply substantiating records shall be reason to exclude related costs from the amounts which might otherwise be payable by the OWNER to the ENGINEER.

## **8.4 REIMBURSABLE EXPENSES**

**8.4.1** In addition to the requirements set forth in 8.1 above, invoices for reimbursable expenses shall include such documentation as the OWNER may require. Reasonable expenses are limited to the following expenses:

- (a) Transportation outside the immediate Huntsville area (50 mile radius) approved in advance by the OWNER in writing and incurred in connection with the PROJECT; (Per Department of Treasury, Internal Revenue Service Publication 1542, Per Diem Rates, for travel within the continental United States). Refer to website: [www.irs.gov/pub/irs-pdf/p1542.pdf](http://www.irs.gov/pub/irs-pdf/p1542.pdf) for more information.
- (b) Charges for long-distance communications;
- (c) Fees paid for securing approval of authorities having jurisdiction over the PROJECT,
- (d) Actual costs of reproduction for items in excess of those included in the required services;
- (e) Postage and handling charges incurred for drawings, specifications and other documents.

**8.4.2** The ENGINEER shall set forth with particularity on its invoice the nature and cost of the expense item being billed, and attach to its invoice the written authorization, if any, required for such item; and shall bill expenses at actual cost or prevailing rate and without the addition of administrative charge, any multiple or surcharge.

## **8.5 W-9 TAXPAYER FORM**

All ENGINEERING FIRMS are required to submit a Federal Tax Form W-9 to City of Huntsville at the time a contract is awarded. No payments of invoices can be made until this W-9 Tax Form has been properly submitted. A copy of the W-9 Tax Form can be requested from the OWNER or at the following website: [www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf](http://www.irs.ustreas.gov/pub/irs-pdf/fw9.pdf)



## **ARTICLE 9 - GENERAL CONSIDERATIONS**

### **9.1 GENERAL**

OWNER and ENGINEER agree that the following sections and provisions shall apply to the work to be performed under this Agreement and that such provisions shall supersede any conflicting provisions of this Agreement.

### **9.2 SUB-CONTRACTED SPECIALIZED SERVICES**

The ENGINEER may sub-contract specialized services required of the PROJECT to competent and experienced sub-consultants approved by the OWNER in writing. As a prime professional, the ENGINEER shall act as OWNER's representative for contracting, directing, and managing the services of sub-consultants. The OWNER shall have the right to reject any consultant provided that the OWNER raises a timely objection. At the time of the execution of this Agreement, the parties anticipate that the consultants listed in Attachment "7" hereto will be retained by the ENGINEER to provide services with respect to the PROJECT. Expenses payable to the ENGINEER for subcontracted services are limited to no more than 5% of the cost of the subcontracted services.

### **9.3 PEER REVIEW**

The OWNER reserves the right to conduct, at the OWNER's expense, peer review of designs and drawings prepared by the ENGINEER and/or sub-consultant(s) for the PROJECT. The ENGINEER and sub-consultant(s) agree that knowledge and consent to review of their work by other engineers of the OWNER's choosing is hereby given in accordance with the ADMINISTRATIVE CODE (RULES AND REGULATIONS) of the Alabama State Board of Licensure for Professional Engineers and Land Surveyors, Chapter 330-X-14-.06(a) (13) effective January 2008 and as may be amended now or in the future pertaining to the Code of Ethics for review of the work of another engineer.

### **9.4 CLARIFICATION OF WORK**

If reviewing agencies raise questions regarding the work of ENGINEER, OWNER will participate in such meetings as deemed necessary to explain and clarify this work.

### **9.5 CANCELLATION OF WORK**

This Agreement may be canceled by either party in the event of default or violation of any of the provisions of this Agreement by the other party, by written notice delivered to the address of record by registered mail giving ten (10) days advance notice of the intention to cancel. In the event of cancellation of this Agreement, ENGINEER shall be paid for all work performed to date of cancellation, less any loss, damage, or liability incurred by reason of default of ENGINEER and all records, data, parameters, design calculations and other information collected or obtained in the performance of this Agreement shall be delivered to OWNER.

### **9.6 CHANGES**

**9.6.1** The OWNER may, at any time by written order, make changes within the general scope of the Agreement in the services to be provided. If such changes cause an increase or decrease in ENGINEER's cost of, or time required for performance of any services, whether or not changed by any order, an equitable adjustment shall be made and the Agreement shall be modified in writing accordingly. Upon notification of change, ENGINEER must assert any claim of ENGINEER for adjustment in writing within 30 days from the date of receipt unless OWNER grants a further period of time.



- 9.6.2** If findings in any phase of this PROJECT significantly alter the scope of work for subsequent phases, or if regulations are changed resulting in a scope of work change for any phase, engineering fees set forth in Article 7 may be renegotiated by the OWNER and ENGINEER.

## **9.7 ENGINEER'S RECORDS**

Documentation accurately reflecting services performed and the time expended by the ENGINEER and his personnel and records of reimbursable expenses shall be prepared concurrently with the performance of the services and shall be maintained by the ENGINEER. The ENGINEER shall maintain record copies of all written communications, and any memoranda of verbal communications related to the PROJECT. All such records and documentation shall be maintained for a minimum of five (5) years after the PROJECT date of final completion or for any longer period of time as may be required by law or good practice. If the ENGINEER receives notification of a dispute or of pending or commencement of litigation during this five-year period, the ENGINEER shall continue to maintain all PROJECT records until final resolution of the dispute or litigation. The ENGINEER shall make such records and documentation available to the OWNER upon notice and shall allow the authorized representative(s) of the OWNER to inspect, examine, review and copy the ENGINEER's records at the OWNER's reasonable expense.

## **9.8 SEAL ON DOCUMENTS**

- 9.8.1** Final plans and drawings shall be marked "ISSUED FOR CONSTRUCTION". When a firm, partnership, or corporation performs the work, each drawing shall be sealed and signed by the licensed engineer or engineers who were in responsible charge of the work.
- 9.8.2** When plans and drawings issued for construction were not performed by a firm, partnership, or corporation, the first sheet or title page shall be sealed, dated, and signed by the engineer who was in responsible charge. Two or more licensed professional engineers may affix their signatures and seals provided it is designated by a note under the seal the specific subject matter for which each is responsible. In addition, each drawing shall be sealed and signed by the licensee or licensees responsible for each sheet.
- 9.8.3** When plans or drawings are a site adaptation of a standard design or plan or make use of a standard drawing of others, the ENGINEER shall take measures to assure that the site adaptation, standard drawing, or plan is appropriate and suitable for the use proposed by the ENGINEER including meeting the specific site conditions, functionality, design criteria, safety considerations, etc. After taking such measures, the ENGINEER shall seal the standard drawing or plan as shown above in sections 9.8.1 and 9.8.2. The ENGINEER shall not utilize standards of others without their written consent where written consent is required or implied.
- 9.8.4** Each sheet of documents, specifications, and reports for engineering practice and of maps, plats, charts, and reports for land surveying practice, shall be signed, sealed, and dated by the licensed engineer or land surveyor who prepared the documents or under whose responsible charge the documents were prepared. Where more than one sheet is bound together in one volume, including but not limited to reports and specifications, the licensee who prepared the volume, or under whose responsible charge the volume was prepared, may sign, seal, and date only the title or index sheet, provided that this sheet clearly identifies all of the other sheets comprising the bound volume, and provided that any of the other sheets

which were prepared by, or under the responsible charge of, another licensee, be signed, sealed, and dated by the other licensee.

#### **9.9 USE AND OWNERSHIP OF DOCUMENTS**

All rights of ownership, copyrights, construction documents, including all drawings, specifications and other documents, electronic media, computer source code, or things prepared by or on behalf of the ENGINEER for the PROJECT are hereby transferred to the OWNER and shall be the sole property of the OWNER and are free of any retention rights of the ENGINEER. The ENGINEER hereby grants to the OWNER an unconditional right to use or to refer to, for any purpose whatsoever, the construction documents and any other documents or electronic media, computer source code prepared by or on behalf of the ENGINEER for the PROJECT, free of any copyright claims, trade secrets or other proprietary rights with respect to such documents. The ENGINEER shall be permitted to retain copies thereof for its records. The ENGINEER's documents and other work products are not intended or represented to be suitable for re-use by OWNER or others on extensions of the PROJECT or on any other PROJECT. Any re-use without specific written verification or adaptation by ENGINEER will be at OWNER's sole risk and without liability or legal exposure to ENGINEER, and OWNER shall indemnify and hold harmless ENGINEER from all claims, damages, losses and expenses including attorneys' fees arising out of, or resulting from, such reuse by the OWNER; provided however, that this agreement to indemnify and save harmless shall not apply to any reuse of documents retained by, or through, the ENGINEER.

#### **9.10 ESTIMATE OF CONSTRUCTION COST**

Since ENGINEER has no control over the construction cost of labor, materials, or equipment, or over the construction contractor(s) methods of determining prices, or over competitive bidding or market conditions, his opinion of probable PROJECT cost or construction cost provided for herein are to be made on the basis of his experience and qualifications and represent his best judgment as a design professional familiar with the construction industry; but, ENGINEER cannot and does not guarantee that proposals, bids or construction costs will not vary from opinions of probable cost prepared by him. If OWNER wishes greater assurance as to the construction cost, he will employ an independent cost estimator.

#### **9.11 TERMINATION FOR CAUSE**

This Agreement may be terminated by either party upon seven (7) days written notice to the other should such other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

#### **9.12 TERMINATION BY THE OWNER WITHOUT CAUSE**

The OWNER may terminate this Agreement without cause upon seven (7) days' written notice to the ENGINEER. In the event of such a termination without cause, the ENGINEER shall be compensated for all services performed prior to termination, together with Reimbursable Expenses incurred. In such event, the ENGINEER shall promptly submit to the OWNER its invoice for final payment and reimbursement which invoice shall comply with the provisions of Paragraph 8.1.

### **ARTICLE 10 - INDEMNITY AND INSURANCE**

#### **10.1 INSURANCE**

The ENGINEER shall carry insurance of the following kinds and amounts in addition to any other forms of insurance or bonds required under the terms of the contract specifications.

The ENGINEER shall procure and maintain for the duration of the job until final acceptance by the OWNER, or as later indicated, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the ENGINEER, his agents, representatives, employees or subcontractor.

## **10.2 MINIMUM SCOPE OF INSURANCE:**

### **A. General Liability:**

Insurance shall be written on an occurrence basis. Claims-made coverage will be accepted only on an exception basis after the OWNER's approval. The same insurance company should write General Liability Coverage and OWNERS ENGINEERS Protective Insurance.

### **B. Commercial General Liability**

Products and Completed Operations  
Contractual  
Personal Injury  
Explosion, Collapse and Underground  
Broad Form Property Damage

### **C. Professional Liability:**

Insurance may be written on a "claims-made" basis, providing coverage for negligent acts, errors or omissions in the performance of professional services. Coverage shall be maintained for a discovery and reporting period of no less than five (5) years after completion of the professional services and Certificates of Insurance shall be submitted to the OWNER on a yearly basis during this time frame. Such coverage shall be carried on a continuous basis including prior acts coverage to cover the subject PROJECT. The professional liability insurance shall contain contractual liability coverage. LBYD does hereby indemnify and hold the OWNER harmless only to the extent that LBYD is negligent in their professional services.

### **D. Automobile Liability:**

Business Automobile Liability providing coverage for all owned, hired and non-owned autos. Coverage for loading and unloading shall be provided under either automobile liability or general liability policy forms.

### **E. Workers' Compensation Insurance:**

Statutory protection against bodily injury, sickness or disease or death sustained by employee in the scope of employment. Protection shall be provided by a commercial insurance company or a recognized self-insurance fund authorized before the State of Alabama Industrial Board of Relations.

### **F. Employers Liability Insurance:**

Covering common law claims of injured employees made in lieu of or in addition to a worker's compensation claim.

### **10.3 MINIMUM LIMITS OF INSURANCE:**

#### **A. General Liability:**

Commercial General Liability on an "occurrence form" for bodily injury and property damage:

\$ 2,000,000 General Aggregate Limit  
\$ 2,000,000 Products - Completed Operations Aggregate  
\$ 1,000,000 Personal & Advertising Injury  
\$ 1,000,000 Each Occurrence

#### **B. Professional Liability:**

Insurance may be made on a "claims-made" basis:

\$ 500,000 Per Claim - Land Surveyors  
\$ 1,000,000 Per Claim - Other Professionals

#### **C. Automobile Liability:**

\$ 1,000,000 Combined Single Limit per accident for bodily injury and property damage.

#### **D. Workers' Compensation:**

As required by the State of Alabama Statute

#### **E. Employers Liability:**

\$ 1,000,000 Bodily Injury by Accident or Disease  
\$ 1,000,000 Policy Limit by Disease

### **10.4 OTHER INSURANCE PROVISIONS:**

The OWNER is hereby authorized to adjust the requirements set forth in this document in the event it is determined that such adjustment is in the OWNER's best interest. If the insurance requirements are not adjusted by the OWNER prior to the OWNER's release of specifications with regard to the PROJECT in question, then the minimum limits shall apply. The City of Huntsville/OWNER shall be named on the policies of general liability and automobile insurance and on the certificate of insurance as an Additional Insured. Additional Insured status on the Commercial General Liability policy shall be through ISO Additional Endorsement CG 20 10 11 85 or equivalent and coverage shall be afforded on a primary basis.

The policies are to contain, or be endorsed to contain, the following provisions:

#### **A. All Coverage:**

The ENGINEER is responsible to pay all deductibles. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, non-renewal or materially changed by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the OWNER. Cancellation of coverage for non-payment of premium will require ten (10) days written notice to the OWNER.



**10.5 ACCEPTABILITY OF INSURERS:**

Insurance is to be placed with insurers authorized by the State of Alabama with an A. M. Best rating of A-V or better.

**10.6 VERIFICATION OF COVERAGE:**

The OWNER shall be indicated as a Certificate Holder and the ENGINEER shall furnish the OWNER with Certificates of Insurance reflecting the coverage required by this document. The A. M. Best rating and deductibles, if applicable, shall be indicated on the Certificate of Insurance for each insurance policy. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf and must be an original signature. Certificates signed using digital signatures will not be accepted unless accompanied by a written statement from the insurance/surety company indicating that their electronic signature is intended as their signature. All certificates are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

**10.7 CONSULTANTS AND/OR SUBCONTRACTORS WORKING FOR THE ENGINEER:**

The ENGINEER shall furnish separate certificates and/or endorsements for each subcontractor and/or consultant showing insurance of the same type or types and to the extent of the coverage set forth in this Article 10.

**10.8 HOLD HARMLESS AGREEMENT:**

**A. Other Than Professional Liability Exposures:**

The ENGINEER, to the fullest extent permitted by law, shall indemnify and hold harmless the OWNER, its elected and appointed officials, employees, agents, and representatives against all claims, damages, losses and expenses, including, but not limited to, attorney's fees, arising out of or resulting from the performance of the work, provided that any such claim, damage, loss or expense (1) is attributable to personal injury, including bodily injury sickness, disease or death, or to injury to or destruction of tangible property, including loss of use resulting there from, and (2) is caused by any negligent act or omission of the ENGINEER or any of their consultants, or anyone directly or indirectly employed by them or anyone for whose acts they are legally liable. Such obligation should not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity, which would otherwise exist as to any party or person, described in this paragraph.

**B. Professional Liability:**

The ENGINEER agrees, to the fullest extent permitted by law, to defend, protect, indemnify and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees, and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) actually or allegedly arising out of, or resulting from, the professional services of the ENGINEER or the ENGINEER's consultants, subcontractors, or suppliers, including, without limitation, any breach of contract or any negligent acts, errors, or omissions in the performance of the professional services provided pursuant to or as a result of this Agreement. Neither, the OWNER nor the ENGINEER shall be obligated to indemnify the other party in any manner whatsoever for the other parties own negligence. The OWNER agrees, to the fullest extent permitted by law, to indemnify

and hold harmless the ENGINEER, its officers, directors, employees and sub consultants against all damages, liabilities or cost including reasonable attorney's fees and defense cost, to the extent caused by the OWNER's negligence acts in connection with the PROJECT and acts of its contractors, subcontractors, or consultants or anyone for whom the client is legally liable.

To the fullest extent permitted by law, the ENGINEER shall defend, protect, indemnify, and hold harmless the OWNER, its elected and appointed officials, officers, directors, employees, agents, and representatives from and against any and all liability, claims, demands, damages, loss, costs, fees and expenses (including actual fees and expenses of attorneys, expert witnesses, and other consultants) for infringement of patent rights, copyrights, or other intellectual property rights, except with respect to designs, processes or products of a particular manufacturer expressly required by the OWNER in writing. If the ENGINEER has reason to believe the use of a required design, process or product is an infringement of a patent, the ENGINEER shall be responsible for such loss unless such information is promptly given to the OWNER.

## **ARTICLE 11- MISCELLANEOUS PROVISIONS**

### **11.1 GOVERNING LAW**

This Agreement shall be governed by the law of the State of Alabama.

### **11.2 INTENT AND INTERPRETATION**

- 11.2.1** The intent of this contract is to require complete, correct and timely execution of the work. Any work that may be required, implied or inferred by the contract documents, or any one or more of them, as necessary to produce the intended result shall be provided by the ENGINEER.
- 11.2.2** This contract is intended to be an integral whole and shall be interpreted as internally consistent. What is required by any one contract document shall be considered as required by the contract.
- 11.2.3** When a word, term or phrase is used in this contract, it shall be interpreted or construed, first, as defined herein; second, if not defined, according to its generally accepted meaning in the engineering industry; and third, if there is no generally accepted meaning in the engineering industry, according to its common and customary usage.
- 11.2.4** The words "include", "includes", or "including", as used in this contract, shall be deemed to be followed by the phrase, "without limitation".
- 11.2.5** The specification herein of any act, failure, refusal, omission, event, occurrence or condition as constituting a material breach of this contract shall not imply that any other, non-specified act, failure, refusal, omission, event, occurrence or condition shall be deemed not to constitute a material breach of this contract.
- 11.2.6** Words or terms used as nouns in this contract shall be inclusive of their singular and plural forms, unless the context of their usage clearly requires a contrary meaning.

### **11.3 TIME IS OF THE ESSENCE**

Time limitations contained herein, or provided for hereby, are of the essence of this Agreement. The ENGINEER understands and acknowledges that time is of the essence in completion of the PROJECT and that the OWNER will incur damages if the PROJECT is not completed on time.

### **11.4 SUCCESSORS AND ASSIGNS**

The ENGINEER shall not assign its rights hereunder, excepting its right to payment, nor shall it delegate any of its duties hereunder without the written consent of the OWNER. Subject to the provisions of the immediately preceding sentence, the OWNER and the ENGINEER, respectively, bind themselves, their successors, assigns and legal representatives to the other party to this Agreement and to the successors, assigns and legal representatives of such other party with respect to all covenants of this Agreement. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body that may be party hereof, nor shall it be construed as giving any rights or benefits hereunder to anyone other than OWNER and ENGINEER.

### **11.5 THIRD-PARTY BENEFICIARIES**

L.W. Redstone, LLC and the United States of America through the Secretary of Department of the Army (Army) are considered to be third party beneficiaries to this Agreement. Otherwise, this Agreement shall inure solely to the benefit of the parties hereto and their successors and assigns. Nothing contained herein is intended to or shall create a contractual relationship with, or any rights in favor of, or any cause of action in favor of, any third party, other than L. W. Redstone, LLC and the Army against the OWNER or the ENGINEER.

### **11.6 INTELLECTUAL PROPERTY/ CONFIDENTIALITY**

All information, documents, and electronic media, computer source code furnished by the OWNER to the ENGINEER belong to the OWNER, are considered proprietary and confidential, unless otherwise indicated by the OWNER, and are furnished solely for use on the OWNER's PROJECT. Such information, documents, and electronic media, computer source code shall be kept confidential by the ENGINEER, shall only be released as necessary to meet official regulatory requirements in connection with the PROJECT, and shall not be used by the ENGINEER on any other PROJECT or in connection with any other person or entity, unless disclosure or use thereof in connection with any matter other than services rendered to the OWNER hereunder is specifically authorized in writing by the OWNER in advance.

### **11.7 SUBCONTRACT REQUIREMENTS**

The ENGINEER shall include the terms and conditions of this Agreement in every subcontract or agreement with a consultant for this PROJECT so that these terms and conditions shall be binding upon each subcontractor or consultant. The subcontractor(s)/consultant(s) will maintain all licenses and certifications to practice engineering by all public entities having jurisdiction over the PROJECT. The subcontractor(s)/consultant(s) further represent to the OWNER that the subcontractor(s)/consultant(s) will maintain all necessary licenses, certifications, permits or other authorizations necessary for the PROJECT until the remaining duties hereunder have been satisfied.

### **11.8 NOTICES**

Unless otherwise provided, all notices shall be in writing and considered duly given if the original is hand delivered; if delivered by facsimile to 256-427-5325, or is sent by U.S. Mail,



postage prepaid to City of Huntsville Engineering, P. O. Box 308 (35804), 320 Fountain Circle (35801), Huntsville, AL. All notices shall be given to the addresses set forth above. Notices, hand delivered or delivered by facsimile, shall be deemed given the next business day following the date of delivery. Notices given by U.S. Mail shall be deemed given as of the second business day following the date of posting.

#### **11.9 FEDERAL IMMIGRATION LAW**

By signing this Agreement, the contracting parties affirm, for the duration of the agreement, that they will not violate federal immigration law or knowingly employ, hire for employment or continue to employ an unauthorized alien within the state of Alabama. Furthermore, a contracting party found to be in violation of this provision shall be deemed in breach of the agreement and shall be responsible for all damages resulting therefrom.

#### **11.10 STRICT COMPLIANCE**

No failure of the OWNER to insist upon strict compliance by the ENGINEER with any provision of this Contract for Professional Services shall operate to release, waive, discharge, modify, change or affect any of the ENGINEER's obligations.

#### **11.11 WAIVER**

No provision of this Agreement may be waived except by written agreement of the parties. A waiver of any provision on one occasion shall not be deemed a waiver of that provision on any subsequent occasion, unless specifically stated in writing. A waiver of any provision shall not affect or alter the remaining provisions of this Agreement.

#### **11.12 SEVERABILITY**

If any provision of this Agreement, or the application thereof, is determined to be invalid or unenforceable, the remainder of that provision and all other provisions of this Agreement shall remain valid and enforceable.

#### **11.13 ETHICS**

The ENGINEER shall not offer or accept any bribes or kickbacks from or to any manufacturer, consultant, trade contractor, subcontractor, supplier or any other individual or entity in connection with the PROJECT. The ENGINEER shall not confer on any governmental, public or quasi-public official having any authority or influence over the PROJECT any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised. The ENGINEER shall not, without the express written permission of the OWNER, engage or recommend to the OWNER engagement of any consultant, trade contractor, subcontractor, or supplier to provide services on behalf of the ENGINEER, OWNER or PROJECT in which the ENGINEER has a direct or indirect proprietary or other pecuniary interest; or call for the use of or by exclusion require or recommend the use of products, materials, equipment, systems, processes or procedures in which the ENGINEER or in which any consultant, trade contractor, subcontractor, or supplier of the ENGINEER has a direct or indirect proprietary or other pecuniary interest. Without prior notification and written approval of the OWNER, the ENGINEER and the ENGINEER'S subconsultants shall not offer services to the OWNER'S contractor.

#### **11.14 ENTIRE AGREEMENT**

This Agreement represents the entire agreement between the OWNER and the ENGINEER and supersedes all prior communications, negotiations, representations or agreements,



either written or oral. This agreement may be amended only by written instrument signed by both OWNER and ENGINEER.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

**OWNER:**  
**CITY OF HUNTSVILLE**

**ENGINEER:**  
**LBVD, INC.**

BY: \_\_\_\_\_  
Tommy Battle

BY: \_\_\_\_\_  
Richard A. Nail

TITLE: \_\_\_\_\_  
Mayor

TITLE: \_\_\_\_\_  
Senior Principal

ATTEST: \_\_\_\_\_

ATTEST: \_\_\_\_\_

Given under my hand this \_\_\_\_\_ day

Given under my hand this \_\_\_\_\_ day

Of \_\_\_\_\_, 2014.

Of \_\_\_\_\_, 2014.

\_\_\_\_\_  
Notary Public

\_\_\_\_\_  
Notary Public

My commission expires \_\_\_\_\_

My commission expires \_\_\_\_\_

**ATTACHMENT 1-SCOPE OF SERVICES**

**(Refer to letter dated June 4, 2014 from Richard A. Nail to Chris McNeese and attachments).**

**Proposal for Civil Engineering Services**

Date

**June 4, 2014**

To

**City of Huntsville**  
**Urban Development Department**  
**Engineering Division**  
**P.O. Box 308**  
**Huntsville, AL 35804-0308**

Project No.

**302-14-005**

Project

**Rideout Road ALDOT Improvements**  
**Civil Construction Documents**



Attention

**Mr. Chris McNeese**

From

**Tim Roberts**Transmitting Via: ☐ Facsimile☒ Email☐ U.S. Mail☐ Delivery**Project Description**

It is our understanding that the project will be to design the following roadway improvements associated with the Redstone Gateway Phase 1 project as depicted in the attached exhibit EX-1:

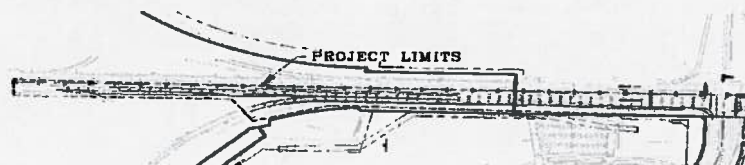
- Widen I-565 exit ramp and south bound Rideout Road approximately 950 LF
- Widen Rideout Road (SR 255) from 2 lanes to 3 lanes for approximately 755 LF from I-565 Overpass to ALDOT Denied Access
- Re-stripe Rideout Road (SR 255) from I-565 overpass to Intersection with Redstone Gateway Boulevard Intersection (Entrance to Redstone Arsenal Visitor Center).
- Re-stripe approximately 2,700 LF of Rideout Road from the I-565 overpass bridge to the Intersection with Redstone Gateway Blvd.

We will be utilizing the ALDOT approved concept dated as March 21, 2014, see attached, as well as a survey prepared by Busbin Engineering, Inc. as the basis for our design. LBVD, Inc. will also team with a local geotechnical engineering firm for geotechnical investigation and recommendations. This package will include roadway widening, striping, grading, and the relocation of roadside drainage swale and concrete flume.

Construction administration services will be provided under a separate proposal upon request.

**Scope of Services****Partial Topographic Survey**

It is assumed that the owner will require a topographical survey of the project area and identify existing right-of-way limits, see below. This task includes obtaining the right-of-way and partial topographic survey with spot elevations on approximately a 50' grid and locating all existing utilities both from field obtained data and utility company records. All other existing improvements will be located on the subject property with spot elevations at any improvement or any change in grade. LBVD, Inc. will associate with a registered land surveyor for these services.



LBVD, Inc. • 300 East Clinton Avenue, Suite 1 • Huntsville, Alabama 35801 • Phone (256) 533-1575

Birmingham

Atlanta

Huntsville

Tampa Bay

www.lbyd.com

**Proposal for Civil Engineering Services**  
**Mr. Chris McNeese**  
**June 4, 2014**

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Page 2 of 3

**Construction Documents**

This task involves the preparation of the construction design documents for approvals from City of Huntsville and the Alabama Department of Transportation. The detailed task scope is as follows:

- Coordinate as required with the approval agencies
- Preparation of the design and permitting plans
  - Cover sheet
  - Quantity summary
  - Dimensional layout plan
  - Striping and signage plan
  - Roadway plan and profiles
  - Roadway cross sections
  - Grading plan
  - Erosion control and sedimentation plan
  - Civil details
- Submittals for approval to the appropriate review agencies
- Attend Pre-Bid meeting and address applicable RFI's.

**Best Management Practices Permit Application**

Preparation of Alabama Dept. of Environmental Management (ADEM) Notice of Intent (NOI) permit Application. It is our understanding that the site is not classified by ADEM as a priority construction site and therefore preparation of a full Construction Best Management Practices Plan (CBMPP) is not included. Should a full CBMPP Plan be desired, a separate proposal can be provided once scope is more clearly defined. Note the permit renewals and termination, and responses to any violation letters will be billed as an additional service upon preparation of the documents.

**Special Services: The following services are not included in this scope of services.**

- Construction administration services
- Foundation or as built surveys
- Construction staking
- Construction testing
- Bonds
- ADEM NOI inspections or monitoring
- Construction inspections, exhaustive or continuous project review or inspection services
- Permitting or application fees (with exception of ADME permit)
- Major revisions related to Owner changes, ALDOT changes, and contractor changes
- Changes in scope

**Fee Arrangement**

Our fees for these engineering services will be a lump sum fee as listed below and as further described in the Design Services Agreement between the City of Huntsville and LBVD:

• Partial topographic survey	\$ 13,650
• Geotechnical investigation	\$ 12,600
• Construction documents	\$ 30,330
• Reimbursable expense allowance	\$ 1,700
• Best management practices permit application	\$ 1,800
• Best management practices permit terminations	\$ 1,000
<b>Lump Sum Fee</b>	<b>\$ 61,080</b>

See the payment Terms section below for interest terms, conditions, and amounts. These fees are based on the scope of services described above and the reimbursable expenses shown below. Any restrictions placed on the allowable



**Proposal for Civil Engineering Services**  
**Mr. Chris McNeese**  
**June 4, 2014**

**Page 3 of 3**

reimbursable expenses may result in a change to the fee. If the scope of the project and/or budget changes, the fee shall be subject to renegotiation. Any additional required services will be compensated as shown in the hourly rate schedule.

**Hourly Rate Schedule**

Principal	\$165.00 per hour
Project Manager	\$125.00 per hour
Assistant Project Manager	\$110.00 per hour
Project Engineer	\$100.00 per hour
Design Engineer	\$ 85.00 per hour
BIM Modeler & Drafter	\$ 80.00 per hour
Technical & Clerical	\$ 70.00 per hour

Customary hourly rates for categories of staff are given above. Such hourly rates are good for 1 year from the date of this contract and maybe adjusted after this term in accordance with our overall personnel and salary policy. However, in no case will this adjustment be more than a 10% increase.

**Reimbursable Expenses**

Mileage Expense	Effective IRS mileage rate
Other Expenses	1.05 x Actual Cost
CADD plotting	\$ 0.30 per square foot

Refer to Article 7.2 of the Design Services contract between the City of Huntsville and LBYD for all reimbursable terms. Note that permitting fees or application fees will be paid for by LBYD, Inc. and will be reimbursed by the City of Huntsville. LBYD has assumed that we will provide all printing.

**Payment Terms**

Invoices for services will be submitted monthly and are due upon receipt. Billing will be for the percentage of services completed through the invoice date. Invoice shall be considered past due if not paid within 60 days of the invoice date and subject to interest starting on the 61<sup>st</sup> day. A monthly service charge of 10% (true annual rate) of the unpaid balance will be added to past due accounts. Interest for this design package will be calculated on a monthly basis for the design services rendered the preceding month. Refer to Article 7 and Article 8 of the Design Services contract between the City of Huntsville and LBYD for additional payment terms and conditions.

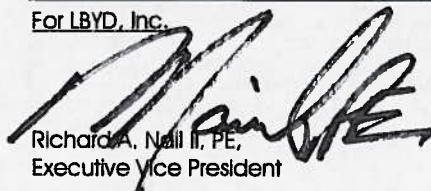
**Other Terms and Conditions**

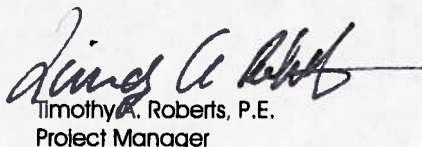
**Applicable Law**

Refer to the Design Services contract between the City of Huntsville and LBYD for all terms of the contract.

**Signatures**

For LBYD, Inc.

  
 Richard A. Nail II, PE,  
 Executive Vice President

  
 Timothy A. Roberts, P.E.  
 Project Manager

For City of Huntsville

Accepted

Date

Copy To:

With Enclosures



LBYD, Inc. • 300 East Clinton Avenue, Suite 1 • Huntsville, Alabama 35801 • Phone (256) 533-1575

Birmingham

Atlanta

Huntsville

Tampa Bay

www.lbyd.com



Geotechnical, Environmental and Materials Engineers

5545 Derby Drive • Birmingham, AL 35210-5414 • Ph: (205) 836-6300 • Fax: (205) 836-9007  
www.BuildingAndEarth.com

June 4, 2014

LBYD Inc.  
300 Clinton Ave E #1  
Huntsville, AL  
35801

Attention: Mr. Tim Roberts P.E.

Subject: Proposal for Soil Survey and Materials Report  
Rideout Road Widening and Improvements  
Huntsville, Alabama  
Bldg & Earth Proposal Number: HV16017R

Dear Mr. Roberts,

Building & Earth Sciences Inc. is pleased to submit this revised budget to provide a soil survey and materials report for the above referenced project. This letter documents our understanding of the proposed construction, outlines our approach to the work, and presents an estimated budget for our services.

### **PROPOSED CONSTRUCTION**

Based on a preliminary drawing from LBYD Inc. dated March 21, 2014, the Rideout Road Improvements include widening from approximately Station 2+00 to 19+50. A grading plan was not available at this time.

### **SITE GEOLOGY**

Published geologic literature indicates that the site is underlain by the Interior Low Plateaus Province Tuscumbia Limestone of the Mississippian age. The Tuscumbia Limestone formation consists of light gray limestone, fine to very coarse-grained with light gray chert nodules. The apparent thickness of the formation in this province varies due to differential dissolution of the carbonate in the unit.

### **SCOPE OF SERVICES**

Our report and field exploration will be in general accordance with "ALDOT-390: Procedure for Conducting Soil Surveys and Preparing Materials Reports". The purpose of the geotechnical exploration will be to determine general subsurface conditions and to gather data on which to base a geotechnical evaluation with respect to the proposed construction.

Our work will include a subsurface exploration, laboratory testing, and geotechnical evaluation appropriate to address the geotechnical aspects of the proposed construction. We understand that Building and Earth will perform the drilling for the project. One of our staff engineers will be present during drilling operations.

The scope of services will include a geotechnical site reconnaissance, and subsurface exploration consisting of three (3) soil test borings. The borings will be extended to 10 feet below the existing surface elevation or auger refusal (whichever occurs first). The boring scope for this proposal was recommended by Mr. Kelly Whitfield of ALDOT first Division.

At each boring location, soil samples should be obtained at standard sampling intervals with a split-tube sampler. All borings should be performed in general accordance with AASHTO T-306 and AASHTO T-225. The standard sampling intervals are as follows:

<b>SAMPLE NUMBER</b>	<b>DEPTH (FT)</b>
1	1.0 - 2.5
2	3.5 - 5.0
3	6.0 - 7.5
4	8.5 - 10.0

Laboratory tests, including sieve analysis and Atterberg limit determinations, will be used to determine the soil classification. The proposed laboratory testing program is presented in the following table:

<b>LABORATORY TEST</b>	<b>PROPOSED NUMBER</b>
Atterberg Limits Determination	6
Sieve Analysis	3
Undisturbed Triaxial Test UU w/pp (3 points)	1
Natural Moisture Content	12
Undisturbed One Dimensional Consolidation Test	1

Unconfined Compression Test	1
Triaxial Test and Soil Preparation	1
Resilient Modulus Test	1
Organic Content	2
Topsoil Test per ASTM D5268	2

The results of our work will be documented in a written report which will address the following items:

- Site geology and potential impact on the site development.
- Summary of existing surface conditions.
- A description of the subsurface conditions encountered at the soil test boring locations.
- A description of the current groundwater conditions as observed in the boreholes during drilling. Long-term monitoring is not included in this proposal.
- Presentation of laboratory test results.
- Site preparation considerations including material types to be expected at the site, and treatment of unsuitable soils, if encountered.
- Compaction requirements and recommended criteria to establish suitable material for structural backfill.
- Pavement buildup recommendations based on equivalent buildup.
- We have assumed a slope study will not be required. If one is required, we will revise our proposal accordingly.

### **ESTIMATED BUDGET**

The cost of our services will be based on the amount of work necessary to evaluate the Geotechnical conditions for planning and design purposes. Based on the scope of work described in this proposal and our established unit rates, the cost estimate for the soil survey and materials report is **\$7,500.00**. In addition, we recommend an allowance of **\$2,500.00** for traffic control during drilling and coring operations.



If conditions are encountered that require additional analysis, then we will discuss a modified work scope with your office. We will not exceed the indicated budget without your prior authorization.

### **Budget Breakdown**

<b>Geotechnical Investigation.....</b>	<b>\$7,500.00</b>
<b>Traffic Control Allowance.....</b>	<b>\$2,500.00</b>
<b>Total.....</b>	<b>\$10,000.00</b>

### **SITE ACCESS/UTILITIES**

We request that the location of utilities be provided to us prior to the start of the access preparation and drilling, if available. We will contact the Alabama Line Location service prior to drilling to confirm the location of known utilities. We have placed an allowance for traffic control during in our budget.

### **SCHEDULE**

We will mobilize to the jobsite within 10 working days of receiving the Notice to Proceed. We will have a completed report to you no later than one month after completion of drilling. We will discuss the progress of our work with you during the course of the work and can provide preliminary findings as the work progresses.

### **CLOSING**

We appreciate the opportunity to submit this budget for subsurface exploration and geotechnical engineering evaluation for the proposed construction, and are looking forward to working with you on this project. If you have any questions regarding this budget, please contact us at your convenience.

Respectfully submitted,

### **BUILDING & EARTH SCIENCES, INC.**



Don Brown, P.E.  
Project Manager



Richard Bourquard, P.E.  
Senior Geotechnical Engineer

Attachment:  
Cost Estimate

CONTRACT AGREEMENT - BUILDING AND EARTH WILL ADHERE  
TO THE CONDITIONS SET FORTH IN THE MASTER AGREEMENT BETWEEN  
LB4D & THE CITY OF HUNTSVILLE - TADL JUNE 6, 2014  
Nathan G. [Signature]



## **Busbin Engineering and Surveying**

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P.O. Box 2633 • Huntsville, AL 35804 • 924 Meridian Street • Huntsville, AL 35801  
Telephone (256) 533-1099 • Fax (256) 534-1065

April 18, 2014

Mr. Tim Roberts  
LBYP, Inc.  
300 East Clinton Avenue, Suite 1  
Huntsville, Alabama 35801

RE: Redstone Arsenal, Alabama Rideout Road Widening Topographic Survey

Dear Mr. Roberts:

Busbin Engineering, Inc. (BES) proposes the following scope of work and division of responsibilities for the above project in Huntsville, Alabama.

1. Owner will provide a copy of the property layout and any prior survey information available.
2. BES will provide a topographic survey of the south bound lanes of Rideout Road from the intersection of Redstone Gateway Boulevard north approximately 2700'. Cross sections will be on 50' centers.
3. BES will establish a benchmark and reference points for site and establish horizontal and vertical control.
4. BES will provide one (1) original copy of the topographic survey. Additional sets will be at owner's expense.
5. BES will provide one digital copy of the topographic survey on a CD or by e-mail in Autocad® 2004 format.

6. BES will provide additional services at our usual standard rates.

BES proposes to accomplish the base work specified above for the following fees:

Topographic Survey

\$ 13,000.00

This proposal is based on a single work event from information supplied

Please note that our standard terms and conditions are an important part of this document and govern the services provided. ~~Our standard terms are payment within 30 days upon invoice.~~ *TAN* \*

This proposal is open for acceptance for ~~30~~ *45* days. *TAN*

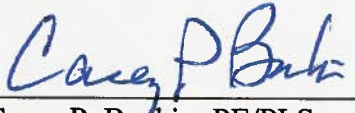
Thank you for allowing us to provide this proposal, please contact me at (256) 533-1099 with any comments or questions.

Sincerely,

For the Firm

Busbin Engineering, Inc.

Accepted this 6 day of JUNE, 2014

  
Carey P. Busbin, PE/PLS  
President

  
LBVD, Inc

\* BES WILL ADHERE TO THE CONDITIONS SET FORTH  
IN THE MASTER AGREEMENT BETWEEN LBVD &  
THE CITY OF HUNTSVILLE

- 1) **SERVICES TO BE PROVIDED.** Busbin Engineering, Inc., through and by its officers, employees, agents and subcontractors, (hereinafter BES) is an independent consultant and agrees to provide Client, for its sole benefit and exclusive use, consulting services set forth in this proposal.
- 2) **PAYMENT TERMS.** ~~Client agrees to pay BES's invoice upon receipt. If payment is not received within 30 days from the Client's receipt of BES's invoice, Client agrees to pay a service charge on the past due amount at the greater of 1% per month or the allowable legal rate, including reasonable attorney's fees and expenses it collected through an attorney. No deduction shall be made from BES's invoice on account of liquidated damages unless expressly included in this Agreement. After five days prior notice to Client, BES may suspend services until paid on any project where payment of invoiced amounts not reasonably in dispute is not received by BES within 60 days of Client's receipt of BES's invoice. Client's receipt of invoice will be presumed three days after mailing by BES first class, with adequate postage attached. Time is of the essence of this provision.~~

Either party may terminate this Agreement without cause upon 30 days prior written notice. This Agreement will terminate automatically upon the insolvency of Client. In the event Client requests termination prior to completion of the proposed service, Client agrees to pay BES for all reasonable charges incurred to date and associated with termination of the work.

~~Client agrees to pay reasonable attorney fees to collect any unpaid amounts under this contract. Any invoice unpaid after 30 days from the invoice date is considered delinquent and may be turned over to an attorney for collection.~~

- 3) **STANDARD OF CARE.** BES will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of BES's profession practicing in the same or similar locality at the time of service, NO OTHER WARRANTY, EXPRESS OR IMPLIED, IS MADE OR INTENDED BY OUR PROPOSAL OR BY OUR ORAL OR WRITTEN REPORTS.

4) **INSURANCE.** BES maintains Automobile Liability Insurance in the amount of \$ 250,000/500,000, general business liability of \$ 1,000,000/2,000,000 and Professional Liability of \$ 1,000,000.

5) **PROFESSIONAL LIABILITY.** ~~FOR ADDITIONAL CONSIDERATION FROM BES OF \$10.00, RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED, CLIENT AGREES THAT BES'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND SUBCONTRACTORS, TO CLIENT OR ANY THIRD PARTY DUE TO ANY NEGLIGENT PROFESSIONAL ACTS, ERRORS OR OMISSIONS OR BREACH OF CONTRACT BY BES WILL BE LIMITED TO TWO TIMES BES'S TOTAL CHARGES. IN ANY EVENT, ALL LIABILITY IS LIMITED TO AMOUNTS PAID BY THE ENGINEER'S PROFESSIONAL LIABILITY INSURANCE.~~

6) **DOCUMENTS.** BES will furnish Client the agreed-upon number of written reports, drawings and supporting documents. These instruments of services are furnished for Client's exclusive internal use and reliance, use of Client's counsel, use of Client's qualified bidders (design services only) and for regulatory submittal in connection with the project or services provided for in this Agreement, but not for advertising or other type of distribution, and are subject to the following:

- a) All documents generated by BES under this Agreement shall remain the sole property of BES. Any unauthorized use or distribution of BES's work shall be at the Client's and recipient's sole risk and without liability to BES. BES may retain a confidential file copy of its work product and related documents.
- b) If Client desires to release, or for BES to provide, our report(s) to a third party not described above for that party's reliance, BES will agree to such release provided we receive written acceptance from such third party to be bound by acceptable terms and conditions similar to this Agreement (e.g., Secondary Client Agreement). Reports provided for disclosure of information only will not require separate agreement. Client acknowledges and agrees to inform such third party that BES's report(s) reflects conditions only at the time of the study and may not reflect conditions at a later time. Client further acknowledges that such request for

release creates a potential conflict of interest for BES and by this request Client waives any such claim if BES complies with the request. **UNLESS AGREED TO IN WRITING BY BES, NO PARTY OTHER THAN CLIENT MAY RELY UPON OUR PLANS, SURVEYS, OR REPORT(S).**

- c) Client agrees that all documents furnished to Client or Client's agents or designees, if not paid for, will be returned upon demand and will not be used by Client or any other entity for any purpose whatsoever. Client further agrees that documents produced by BES pursuant to this Agreement will not be used for any project not expressly provided for this Agreement without BES's prior written approval.
- d) Client shall furnish documents or information reasonably within Client's control and deemed necessary by BES for proper performance of our services. BES may rely upon Client-provided documents in performing the services required under this Agreement; however, BES assumes no responsibility or liability for their accuracy. Client-provided documents will remain the property of Client, but BES may retain one confidential file copy as needed to support our report.
- e) Upon Client's request, BES's work product may be provided on magnetic media. By such request, Client agrees that the written copy retained by BES in its files, with at least one conformed written copy provided to Client, shall be the official base document. BES makes no warranty or representation to Client that the magnetic copy is accurate or complete, but will correct in good faith any omissions or errors brought to BES's attention by Client. Any modifications of such magnetic copy by Client shall be at Client's risk and without liability to BES. Such magnetic copy is subject to all other conditions of this Agreement.

7) **CLAIMS.** ~~The parties agree to attempt to resolve any dispute without resort to litigation, including use of mediation, prior to filing of any suit. However, in the event a claim results in litigation, and the claimant does not prevail at trial, then the claimant shall pay all costs incurred in pursuing and defending the claim, including reasonable attorney's fees.~~

- 8) **OPINIONS OF COST.** If requested, BES will use its best efforts and experience on similar projects to provide realistic opinions or estimates of costs for remediation or construction as appropriate based on reasonably available data, BES's designs or BES's recommendations. However, such opinions are intended primarily to provide information on the order of magnitude or scale of such costs and are not intended for use in form budgeting or negotiation unless specifically agreed otherwise, in writing with BES. Client understands actual costs of such work depend heavily on regional economics, local construction practices, material availability, Site conditions, weather conditions, contractor skills, and many other factors beyond BES's control.

9) **TESTIMONY.** ~~Should BES or any BES employee be compelled by law to provide testimony or other evidence by any party, whether at deposition, hearing or trial, in relation to services provided under this Agreement, and BES is not a party in the dispute, then BES shall be compensated by Client for the associated reasonable expenses and labor for BES's preparations and testimony at appropriate unit rates. To the extent the party compelling the testimony ultimately provides BES such compensation, Client will receive a credit or refund on any related double payments to BES.~~

- 10) **CONFIDENTIALITY.** BES will maintain as confidential any documents or information provided by Client and will not release, distribute or publish same to any third party without prior permission from Client, unless compelled by law or order of a court or regulatory body of competent jurisdiction. Such release will occur only after prior notice to Client.
- 11) **GOVERNING LAW.** This Agreement shall be governed in all respects by the laws of the State of Alabama.
- 12) **PRIORITY OVER FORM AGREEMENTS/PURCHASE ORDERS.** ~~The Parties agree that the provisions of these terms and conditions shall control over and govern as to any form writings signed by the Parties, such as Client Purchase Orders, Work Orders, etc., and that such forms may be issued by Client to BES as a matter of convenience to the Parties without altering any of the terms or provisions hereof.~~
- 13) **SURVIVAL.** All provisions of this Agreement for indemnity or allocation of responsibility or liability between Client and BES shall



survive the completion of the services and the termination of this Agreement.

- 14) **SEVERABILITY.** In the event that any provision of this Agreement is found to be unenforceable under law, the remaining provisions shall continue in full force and effect.

TAK 15) **ASSIGNMENT.** ~~This Agreement may not be assigned by either party without the prior permission of the other.~~

- 16) **INTEGRATION.** This Agreement, the attached documents and those incorporated herein constitute the entire Agreement between the parties, supersedes all prior agreements and understandings related to the subject matter hereof or thereof, and cannot be changed except by a written instrument signed by both parties.

TAK 17) **THIRD PARTY BENEFICIARIES.** ~~Client acknowledges and agrees that this Agreement is made solely for the exclusive benefit of Client and BES and that (i) no third party beneficiaries (whether direct or incidental) are either intended or created by this Agreement, and (ii) no benefits, rights, duties or obligations are intended or created by this Agreement as to any third parties.~~

- 18) **OTHER WORK.** This Agreement shall govern other work assigned either in writing or verbal by client on this proposed project or other projects assigned at this time or later.

## CITY OF HUNTSVILLE, ALABAMA REPORT OF OWNERSHIP FORM

## A. General Information. Please provide the following information:

- ☐ Legal name(s) (include "doing business as", if applicable): LBYD, Inc.
- ☐ City of Huntsville current taxpayer identification number (if available): 28934  
(Please note that if this number has been assigned by the City and if you are renewing your business license, the number should be listed on the renewal form.)

## B. Type of Ownership. Please complete the un-shaded portions of the following chart by checking the appropriate box below and entering the appropriate Entity I.D. Number, if applicable (for an explanation of what an entity number is, please see paragraph C below):

Type of Ownership (check appropriate box)	Entity I.D. Number & Applicable State
<input type="checkbox"/> Individual or Sole Proprietorship	Not Applicable
<input type="checkbox"/> General Partnership	Not Applicable
<input type="checkbox"/> Limited Partnership (LP)	Number & State:
<input type="checkbox"/> Limited Liability Partnership (LLP)	Number & State:
<input type="checkbox"/> Limited Liability Company (LLC) (Single Member)	Number & State:
<input type="checkbox"/> LLC (Multi-Member)	Number & State:
<input checked="" type="checkbox"/> Corporation	Number & State: <u>63-0752450 Alabama</u>
<input type="checkbox"/> Other, please explain:	Number & State (if a filing entity under state law):

C. Entity I.D. Numbers. If an Entity I.D. Number is required and if the business entity is registered in this state, the number is available through the website of Alabama's Secretary of State at [www.sos.state.al.us](http://www.sos.state.al.us), under "Government Records". If a foreign entity is not registered in this state please provide the Entity I.D. number (or other similar number by whatever named called) assigned by the state of formation along with the name of the state.D. Formation Documents. Please note that, with regard to entities, the entity's formation documents, including articles or certificates of incorporation, organization, or other applicable formation documents, as recorded in the probate records of the applicable county and state of formation, are not required unless: (1) specifically requested by the City, or (2) an Entity I.D. Number is required and one has not been assigned or provided.

Please date and sign this form in the space provided below and either write legibly or type your name under your signature. If you are signing on behalf of an entity please insert your title as well.

Signature: Title (if applicable): PresidentType or legibly write name: Brad P. ChristopherDate: January 10, 2012

**ATTACHMENT 3**  
**CITY OF HUNTSVILLE STANDARDS AND DESIGN GUIDES**

1. City of Huntsville Standard Specifications for Construction of Public Improvements. Contract Projects, 1991.
2. City of Huntsville Engineering Standards, 1991.
3. City of Huntsville Design and Acceptance Manual for Force Mains and Pump Stations, 2011.
4. City of Huntsville Design and Acceptance Manual for Sanitary Sewers, 2011.
5. Alabama Department of Transportation Standard Specifications for Highway Construction, Current Edition.
6. City of Huntsville Subdivision Regulations, 1991.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **0% COMPLETE – PRE-DESIGN CONFERENCE**

The ENGINEER shall meet with the OWNER at a 0% complete - Pre-Design Conference. The OWNER's representative (Project Engineer) will be introduced.

### **CONFERENCE FORMAT**

The pre-design meeting will be initiated by the OWNER. The purpose of the conference will be to give the ENGINEER an opportunity to discuss the design of the PROJECT, to visit the PROJECT site, to receive copies of OWNER -furnished documents, if applicable, and to meet the OWNER'S Project Engineer and other personnel working on the PROJECT.

#### **ATTENDEES:** (Required)

- ENGINEER
- ALDOT (as appropriate for the type of project)
- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning

#### **DISCUSSION TOPICS :**

- Authority of OWNERS representative (Written submittal made to the ENGINEER)
- all utilities that need to be contacted.
- Tree Ordinance
- Scope of Work
- Time Requirements
- Budget Restraints
- Testing Requirements
- Permit Responsibilities
- Design criteria
- LC&E requirements
- Plan Requirements
- Special Conditions
- Utility Project Notification and a list of



**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A Certificate of Insurance for the ENGINEER and the ENGINEER's subconsultants shall be submitted to the OWNER's PROJECT ENGINEER per Section 10.6.
2. Prior to the Pre-Design Conference, a completed **draft** design criteria document shall be prepared to the best of the ENGINEER'S ability and in conformance with his fee proposal and will serve as the basis of a discussion topic during the Pre-Design Conference. A **final** version of the design criteria based upon discussion during the meeting shall be prepared by the ENGINEER and distributed with the meeting minutes. A copy of a design criteria format may be found on the City of Huntsville web site at <http://www.huntsvilleal.gov/engineering/index.php>.
3. Within seven (7) calendar days of the 0% Complete - Pre-Design Conference, the ENGINEER shall submit to the OWNER's Project Engineer two color copies and an electronic copy of a schedule in Microsoft Projects format showing the critical path and indicating the time frame for the required milestone events and submittals outlined in this document. The schedule shall support a PROJECT completion date in accordance with the Period Of Services in Article 5. When approved, a baseline of the schedule shall be saved from which variances in the schedule can be measured and evaluated.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **30% COMPLETE – CONCEPTUAL DESIGN**

This design review is to show the OWNER how the functional and technical requirements will be met, to indicate the ENGINEER's approach to the solution of technical problems, to show compliance with design criteria or to justify noncompliance and to provide an estimate of probable cost. A field review shall be conducted at this juncture with the OWNER's staff and the ENGINEER to review the proposed field alignment of the PROJECT.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- ENGINEER presents recommended design/solutions along with other options and alternatives considered.
- ENGINEER presents updates on progress of permitting requirements
- ENGINEER presents progress on coordination with other project participants such as the State of Alabama, sub consultants, etc.
- ENGINEER presents budgetary constraints

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. A preliminary list of all permits to be obtained with associated fees.
2. An updated schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Two color copies and an electronic copy of an updated schedule in Microsoft Projects format showing the critical path shall be submitted.

## **ATTACHMENT 4** **DESIGN REVIEWS**

### **60% COMPLETE – PRELIMINARY DESIGN CRITERIA**

The review of the PROJECT at this point is primarily to insure that funding limitations are not being exceeded and to insure that the contract documents, design analysis and cost estimates are proceeding in a timely manner, and that the design criteria and previous review comments are being correctly interpreted. An additional review may be required by the OWNER to review changes proposed from previous submittals.

### **CONFERENCE FORMAT**

#### **ATTENDEES: (Required)**

- Real Estate
- Landscape Management
- Utilities
- Traffic Engineering
- Planning
- City of Huntsville Construction Project Manager
- City of Huntsville Inspector
- City of Huntsville Environmental Representative

#### **DISCUSSION TOPICS:**

- Additional land acquisition needs, as required.
- Utility Project Notification and a list of all utilities that need to be contacted.
- Technical specifications for special construction items not covered under standard specifications or deviations from standard specifications.
- Update on progress of permitting requirements.
- Erosion control plan requirements, if required by the OWNER.
- Budget constraints.
- Progress on 4 coordination with other project participants such as the City of Huntsville Real Estate Officers (Engineering Department), State of Alabama, sub consultants, etc.

**REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Plan/Profile drawings shall be 75% complete. Right-of way drawings shall be 100% complete at this submittal (reference Real Estate Division Plan Requirements Section entitled DRAWINGS, included at the end of this proposal)
2. An update to the schedule in Microsoft Projects format showing the critical path shall be submitted.
3. Unless determined to be inapplicable by the OWNER, Hydraulic reports 75% complete, shall be submitted.
4. Three (3) copies of preliminary plans for utilities shall be submitted.
5. Legal descriptions for takings shall be submitted. The information shall be 100% complete. (reference Real Estate Division Plan Requirements Section entitled DESCRIPTIONS, included at the end of this proposal)
6. Traffic Control Plan, if required. Plan shall be 60% complete at this submittal.
7. Detailed preliminary construction cost estimate shall be submitted.
8. Results of geotechnical investigations shall be submitted.
9. A list of comments made at the 30% review and a summary of each resolution.
10. Two color copies and an electronic copy of an update to the schedule in Microsoft Projects format showing the critical path shall be submitted.



## **ATTACHMENT 4** **DESIGN REVIEWS**

### **90% COMPLETE – FINAL REVIEW**

The review of this submittal is to ensure that the design is in accordance with directions provided the ENGINEER during the design process.

### **CONFERENCE FORMAT**

#### **DISCUSSION TOPICS**

Discussion topics will be handled open forum.

#### **REQUIRED SUBMITTALS TO THE PROJECT ENGINEER**

1. One full size print copy and one ½ size print copy of all drawings that have incorporated previous comments shall be submitted. Submittals include Plan/Profile drawings, Construction Details, Detailed cross-sections with cut and fill quantities and storm and sanitary sewer crossings, Erosion control plan, if required, Technical specifications, Right-of way drawings, Traffic Control Plan, Plans for Utilities, Signed Acceptance of Utility Project Notification Form by all affected parties, Design Calculations, and a final cost estimate. All submittals shall be 100% complete.
2. Any changes to Land Acquisition needs shall be identified and Legal descriptions for the changes shall be submitted.
3. A list of comments made at the 60% review and a summary of each resolution.
4. Calculations showing how quantities were determined for each bid item and how the item is to be measured in the field and paid. Three bound copies of corrected quantity calculations to match bid quantities. The following shall be required for each item:
  - Item Number
  - Item Description with standard specification used
  - Detailed calculation to include all measurements, conversion factors, and "standard" weights used
  - Final "calculated" amount and any "increased" amounts
  - Notes to include any deviation from referenced standard specifications

**ATTACHMENT 4**  
**DESIGN REVIEWS**

**100% COMPLETE – READY TO ADVERTISE**

After the 90% review, the ENGINEER shall revise the construction documents by incorporating any comments generated during the previous design reviews. The ENGINEER shall prepare final hard copy contract specifications, prepare a bid form, and update the cost estimate as necessary.

**SEE PAGE 4 OF 12 IN ATTACHMENT 1 FOR  
ENGINEERS FEE SCHEDULE**

## **ATTACHMENT 6 - PROGRESS REPORT**

(Article 8)

PROGRESS REPORT NO. \_\_\_\_\_ FOR MONTH AND YEAR \_\_\_\_\_

PROJECT \_\_\_\_\_ PROJECT NO. \_\_\_\_\_

DATE \_\_\_\_\_ CITY'S PROJECT ENGINEER \_\_\_\_\_

CONSULTANT \_\_\_\_\_ CONSULTANT'S PROJ. MAN. \_\_\_\_\_

CURRENT MONTH % COMPLETE: \_\_\_\_\_ PREV. MONTH % COMPLETE: \_\_\_\_\_

ATTACH A "SHOULD HAVE STARTED TASKS REPORT" AND A "SLIPPING TASKS REPORT" FROM MICROSOFT PROJECTS THAT LISTS ALL ACTIVITY THAT IS BEHIND SCHEDULE.

ATTACH A "TASKS STARTING SOON" REPORT FROM MICROSOFT PROJECTS WITH A DATE RANGE OF THIRTY (30) DAYS AFTER THE DATE OF THIS PROGRESS REPORT.

STATE WHAT ACTION IS BEING TAKEN TO BRING PROJECT BACK TO SCHEDULE:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

MILESTONE SUBMITTALS	SCHEDULED DATE	ACTUAL DATE
30%	_____	_____
60%	_____	_____
90%	_____	_____
100%	_____	_____
"FINAL" INVOICE SUBMITTED	_____	_____
SUBCONSULTANTS PAID IN FULL	_____	_____
CONTRACTED COMPLETION DATE: September 11, 2014	_____	_____

(These scheduled dates shall be agreed upon at the beginning of the project (Attachment 5) with the Project Engineer and noted monthly on each progress report. The scheduled contract completion date shall not be changed except by contract change order. Changes to the scheduled milestone submittal dates shall be accompanied by a new project schedule approved by the OWNER'S Project Engineer.)

UPDATED SCHEDULE ATTACHED? \_\_\_\_\_ YES \_\_\_\_\_ NO

\*If yes, send an electronic copy to the Project engineer

COMMENTS:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

This progress report (4 copies) shall be submitted monthly. Scheduled completion dates will not be extended without a contract modification.

CERTIFICATION: I certify that the stated information is true and accurate to the best of my knowledge.

\_\_\_\_\_  
CONSULTANT

\_\_\_\_\_  
DATE

\_\_\_\_\_  
CITY PROJECT ENGINEER DATE



**ATTACHMENT 7 - SUB CONSULTANTS ENGAGED BY THE ENGINEER**  
**(Article 9.2)**

<b>CONSULTANT NAME AND ADDRESS</b>	<b>DESCRIPTION OF SERVICES</b>	<b>FEE</b>
Building & Earth 5545 Derby Drive Birmingham, AL 35210	Soil Survey and Materials Report	\$12,000.00
Busbin Engineering & Survey P.O. Box 2633 Huntsville, AL 35804	Topographic Survey	\$13,000.00
	<b>SUB-TOTAL</b>	\$25,000.00
	<b>5% Administrative Fee</b>	\$1,250.00
	<b>TOTAL</b>	\$26,250.00

**ATTACHMENT 8 - CONTRACT DOCUMENT REQUIREMENTS LIST**

<b>REQUIREMENT</b>	<b>SUBMIT TO</b>	<b>SUBMITTAL REQUIREMENT DATE</b>	<b>NUMBER OF COPIES</b>	<b>REFERENCE SECTION OF CONTRACT AND COMMENTS</b>
Deviations from OWNER's standards.	OWNER	Prior to incorporating deviations.	2	Article 2.5
Products or materials specified by the ENGINEER that are available from only one source.	OWNER	Prior to 100% submittal.	2	Article 2.2
Approval of ENGINEER's Request for Payment.	OWNER	Within ten (10) days of receipt of the request from the ENGINEER.	N/A	Article 3.4
Approval of ENGINEER submittals	OWNER	So as to cause no delay to the ENGINEER or the PROJECT.	N/A	Article 3.8
Change order changes that reduce construction requirements.	OWNER	Prior to authorizing a change.	N/A	Article 3.11
Any information pertaining to any claim.	OWNER	Immediately	2	Article 3.12
Information pertinent to the PROJECT, all criteria and full information as to OWNER's requirements, copies of all design and construction standards.	ENGINEER	So as to not delay the services of the ENGINEER.	2	Article 5.1, 5.2
Notification of delays.	ENGINEER; OWNER	Promptly	4	Article 6.1
ENGINEER's monthly invoices.	OWNER	Monthly	4	Article 8.1.1
Consultant progress report.	OWNER	Monthly	4	Article 8.1.1
Records, data, parameters, design calculations and other information.	OWNER	Cancellation of contract.	2	Article 9.7
Documentation, records of reimbursable expenses, record copies of all written communications, and any memoranda of verbal communications related to the PROJECT.	OWNER	Upon notice from the OWNER.	2	Article 9.4
Termination notification.	OWNER or ENGINEER	7 days prior to termination.	2	Article 9.10 & 9.11

Certificate of Insurance for ENGINEER.	OWNER	At 0% design conference	1	Article 10.2(B), 10.6, and Attachment 4.
Insurance cancellation, suspension, or reduction in coverage or limits.	OWNER	30 days prior to effective date except for cancellation which is 10 days notification.	1	Article 10.4(A)
Certificate of insurance for sub consultants/subcontractors.	OWNER	At 0% design conference.	1	Article 10.7
A schedule in Microsoft Projects format showing the critical path.	Project Engineer	Within 7 calendar days of Pre-design conference, 30% complete design review. 60% design review. Attachment 5	1 hard; 1 digital	Attachment 4
Drawings.	Project Engineer	30% complete design review, 60% design review, 90% review, and 100% complete.	3	Attachment 4
Cost estimate.	Project Engineer	30% complete design review, 60% review, 90% review, and 100% complete.	3	Attachment 4
Hydraulic reports.	Project Engineer	60% design review.	2	Attachment 4
Preliminary plans for utilities.	Project Engineer	60% design review.	3	Attachment 4
Real Estate Deliverables	Project Engineer	60% design review, 90% review, 100% complete.	Reference Real Estate Division Plan Requirements	Attachment 4, 14 Real Estate Plan Requirements at end of this proposal document
Traffic Control plan.	Project Engineer	60% design review.	N/A	Attachment 4
Results of geotechnical investigations.	Project Engineer	30% design review.	2	Attachment 4
Technical specifications.	Project Engineer	90% review, 100% complete.	N/A	Attachment 4
Relocation of Utilities	Project Engineer	0% review – list of all utilities that need to be contacted 60% review – from all affected parties 90% review – Signed Acceptance Utility Project Notification Form	2	Attachment 4, 10
Design Calculations	Project Engineer	90% review, 100% complete	1	Attachment 4
Digital copy of drawings.	Project Engineer	100% complete – 1 in .dgn format; 1 in .tiff or .pdf format	2	Attachment 4
Digital text files.	Project Engineer	100% complete.	1	Attachment 4
Bid Quantities.	Project Engineer	100% complete. Digital in Excel 2003 format and hard copy	3	Attachment 4
Permits and Permit Applications	Project Engineer	100% complete.	1	Attachment 4
Field notes.	Project	100% complete.	1	Attachment 4

	<b>Engineer</b>			
Digital aerial photography.	Project Engineer	100% complete.	1	Attachment 4
Progress Report (Art. 8)	Project Engineer	30% complete design review, 60% design review, 90% design review, 100% completion stage.	4 hard; 1 digital monthly	Attachment 4



## **ATTACHMENT 9 - REQUIREMENTS FOR DOCUMENT SUBMITTALS**

### **DRAWINGS**

All drawings shall be sized 24" x 36", unless otherwise approved by the OWNERS Project Engineer.

Title blocks shall as a minimum, contain the name of the project, date, city project number, and ENGINEER's name. The title block of drawings shall contain a space for the names of the preparer and the reviewer and/or checker. These blocks shall be signed on each submittal (See Attachment "11" for sample standard drawing format). Drawings shall contain alphanumeric revision designations. Drawings issued for review shall be issued with alpha revision designation and the revision letter shall be changed for each submittal containing drawing changes. Drawings issued for construction shall be issued with numeric designation at revision level "0" and described as "Issued for Construction" in the revision description block. Subsequent drawing changes require the revision level to be raised using successively higher numbers and the changes to be marked by circling and briefly described in a revision block.

All drawings shall be prepared in Micro station .DGN format, unless otherwise approved by the OWNERS Project Engineer. Transmittal letters shall consist of a list of files being submitted, a description of the data in each file, and a level/layer schematic of each design file. DGN design files shall have working units as follows: master units in feet, no sub-units, and 1,000 positional units. All data submitted shall use NAD 1983 Alabama East Zone horizontal datum and NAVD 88 vertical datum coordinates.

Unless otherwise specified by the Owners Project Engineer, all drawings for review submittals shall be full or half-size copies. All documents shall be clearly marked in a revision block indicating the applicable submittal milestone, i.e. 30%, 60%, 90%, etc.

### **OTHER DOCUMENTS**

Submittals required by the State of Alabama for their review, bidding, etc., shall be of the size, form and numbers of copies as the state may require even though such submittals may differ from the submittals set forth as being required elsewhere in this Agreement.

Digital files shall be submitted by 4-3/4" CD ROM, DVD, 3 and 1/2 inch floppy disk, flash drive, or to the City of Huntsville F.T.P. site.

All print copies shall be first generation copies.

All text documents shall be prepared in Microsoft Word 2010 format.

All spreadsheets shall be in Microsoft Excel 2010 format.

All PDF files shall be searchable.

Schedules shall be in Microsoft Projects format, unless otherwise approved by the OWNERS Project Engineer.

Aerial photography files shall be in Intergraph (.COT) or (.tiff) format.

All mapping shall meet National Map Accuracy Standards unless otherwise noted. If National Map Accuracy Standards are not met, the accuracy of the map shall be identified to the Owners Project Engineer and on the maps derived from the aerial survey. National Map Accuracy Standards are shown below. This and other map standards are shown in Department of the Army, US Army Corps of Engineers standard, "EM 1110-1-1000, Engineering and Design - Photogrammetric Mapping".

All final drawings, specifications, plans, calculations, letters containing Engineering or Surveying recommendations or other Engineering or Land Surveying papers or documents involving the practice of engineering or land

surveying as defined by Code of Alabama, Title 34, Chapter 11 shall be sealed, dated, and bear the signature of the person who prepared or approved them.

Working drawings or other documents shall contain a statement to the effect "Preliminary-Not for construction, recording purposes or implementation."

## **ATTACHMENT 10 – UTILITY PROJECT NOTIFICATION FORM**

NAME: \_\_\_\_\_  
(Utility Name)

PROJECT NAME: \_\_\_\_\_ PROJECT NUMBER: \_\_\_\_\_

CONSULTING ENGINEER: \_\_\_\_\_  
(Name)

ENGINEERING REPRESENTATIVE \_\_\_\_\_ PHONE: \_\_\_\_\_

I have reviewed design drawings or other information as available, and:

DO \_\_\_\_\_

DO NOT \_\_\_\_\_

have facilities that will require relocation. If relocation is required, a construction duration of \_\_\_\_\_ calendar days from the Notice to Proceed, is anticipated to be required for relocation.

LIST NAME(S) OF OTHER UTILITY(S) that share poles or facilities that have to be relocated prior to **YOU** starting your work:

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

NAME OF UTILITY: \_\_\_\_\_

OTHER: \_\_\_\_\_

COMMENTS: \_\_\_\_\_

BY: \_\_\_\_\_

**AUTHORIZED REPRESENTATIVE**

FIELD CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

OFFICE CONTACT PERSON: \_\_\_\_\_ PHONE: \_\_\_\_\_

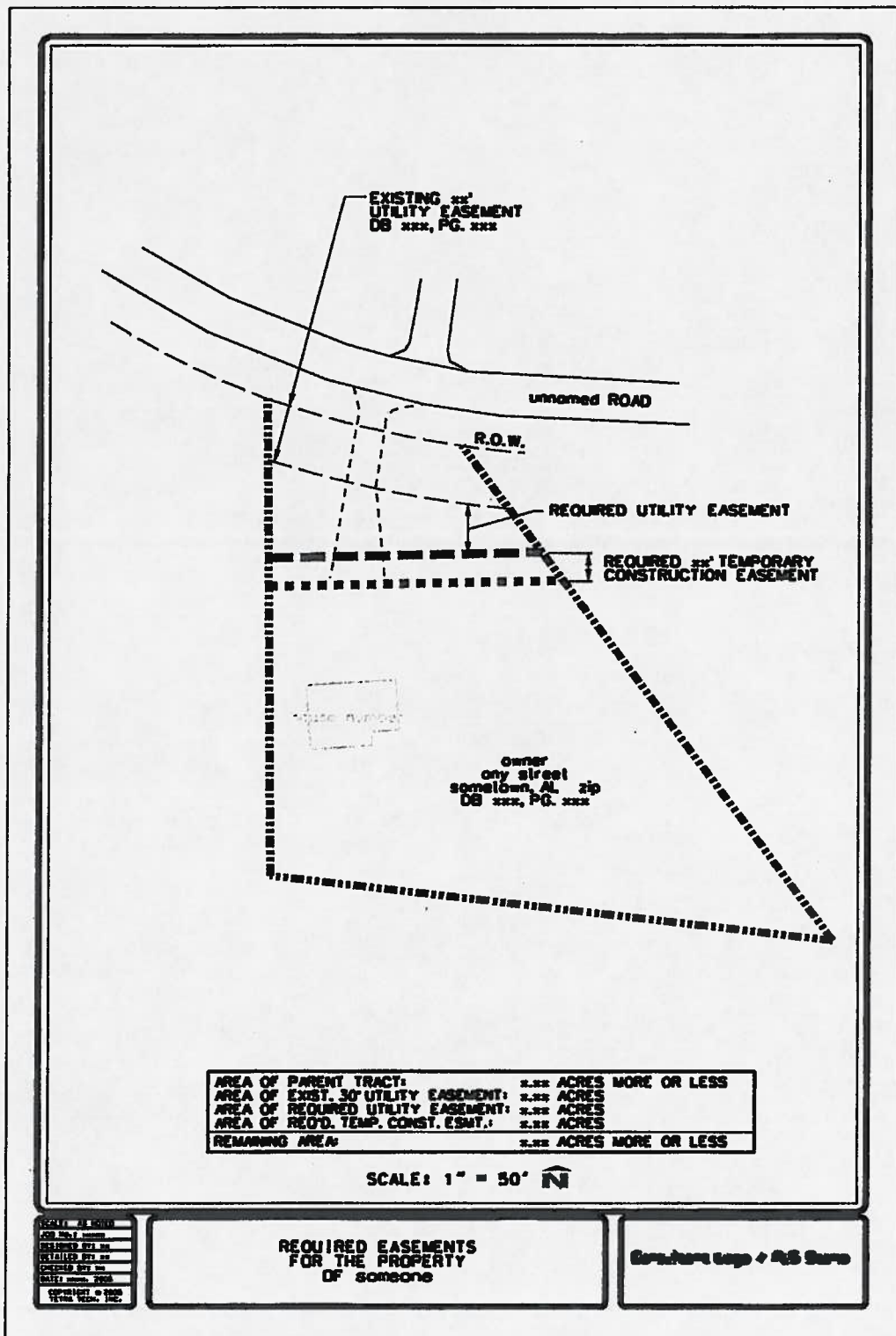
DATE: \_\_\_\_\_

**ATTACHMENT 11**

TITLE SHEET		PROJECT NAME AND INFORMATION		CITY OF HUNTSVILLE HUNTSVILLE, ALABAMA	
CONSTRUCTION PLANS FOR <b>PROJECT NAME</b> PROJECT INFORMATION		FOR THE <b>CITY OF HUNTSVILLE</b> HUNTSVILLE, ALABAMA (PROJECT NO. XXXXXXXX )		SAMPLE STANDARD DRAWING FORMAT	
HUNTSVILLE The Star of Alabama		INDEX OF DRAWINGS		SHEET NO.	
1200-001 MAP SHEET		INDEX TO DRAWINGS SHALL BE PLACED ON COVER SHEET IF POSSIBLE, OTHERWISE IT SHALL BE THE SECOND SHEET IN THE SET.		TITLE	



# **ATTACHMENT 12** **SAMPLE**



## **ATTACHMENT 13**

### **United States National Map Accuracy Standards**

*With a view to the utmost economy and expedition in producing maps which fulfill not only the broad needs for standard or principal maps, but also the reasonable particular needs of individual agencies, standards of accuracy for published maps are defined as follows:*

1. **Horizontal accuracy.** *For maps on publication scales larger than 1:20,000, not more than 10 percent of the points tested shall be in error by more than 1/30 inch, measured on the publication scale; for maps on publication scales of 1:20,000 or smaller, 1/50 inch. These limits of accuracy shall apply in all cases to positions of well-defined points only. Well-defined points are those that are easily visible or recoverable on the ground, such as the following: monuments or markers, such as bench marks, property boundary monuments; intersections of roads, railroads, etc.; corners of large buildings or structures (or center points of small buildings); etc. In general what is well defined will be determined by what is plottable on the scale of the map within 1/100 inch. Thus while the intersection of two road or property lines meeting at right angles would come within a sensible interpretation, identification of the intersection of such lines meeting at an acute angle would obviously not be practicable within 1/100 inch. Similarly, features not identifiable upon the ground within close limits are not to be considered as test points within the limits quoted, even though their positions may be scaled closely upon the map. In this class would come timber lines, soil boundaries, etc.*
2. **Vertical accuracy,** *as applied to contour maps on all publication scales, shall be such that not more than 10 percent of the elevations tested shall be in error more than one-half the contour interval. In checking elevations taken from the map, the apparent vertical error may be decreased by assuming a horizontal displacement within the permissible horizontal error for a map of that scale.*
3. **The accuracy of any map may be tested** *by comparing the positions of points whose locations or elevations are shown upon it with corresponding positions as determined by surveys of a higher accuracy. Tests shall be made by the producing agency, which shall also determine which of its maps are to be tested, and the extent of the testing.*
4. **Published maps meeting these accuracy requirements** *shall note this fact on their legends, as follows: "This map complies with National Map accuracy Standards."*
5. **Published maps whose errors exceed those aforestated** *shall omit from their legends all mention of standard accuracy.*
6. **When a published map is a considerable enlargement** *of a map drawing (manuscript) or of a published map, that fact shall be stated in the legend. For example, "This map is an enlargement of a 1:20,000-scale map drawing," or "This map is an enlargement of a 1:24,000-scale published map."*
7. **To facilitate ready interchange and use of basic information for map construction** *among all Federal mapmaking agencies, manuscript maps and published maps, wherever economically feasible and consistent with the uses to which the map is to be put, shall conform to latitude and longitude boundaries, being 15 minutes of latitude and longitude, or 7.5 minutes, or 3-3/4 minutes in size.*

U.S. BUREAU OF THE BUDGET

## **ATTACHMENT 14**

### **ENGINEERING DEPARTMENT - REAL ESTATE DIVISION PLAN REQUIREMENTS**

#### **DRAWINGS:**

##### **Individual Parcels**

- Each individual parcel 8 ½" x 14" (dgn or dxf format)
- Show Calculations
  - Before
  - After
  - Taking
- **All Parcels shall be closed shapes (polygons).**
- Show Existing and Proposed Right-of-Way on each individual parcel map.
- Property Ownership

##### **Overall Project Land Acquisition Maps**

- Total project drawing in dgn or dxf format
- Indicate the following:
  - Stationing on Centerline
  - Existing Right-of-Way
  - Proposed Right-of-Way
  - Existing Easements
  - Proposed Easements
  - Existing Pavement
  - Proposed Pavement/Sidewalks/Structures
  - Existing Structures
  - Property Ownership

##### **Color Standards**

(SAMPLE)

<u>Description</u>	<u>Color</u>	<u>Line Style</u>	<u>Type</u>
Existing ROW	Red	Medium Dashed	
Proposed ROW	Red	Solid	Closed Polygon
Existing Easements	Orange	Medium Dashed	
Proposed Easements	Orange	Solid	Closed Polygon
TCE	Pink	Solid	Closed Polygon

#### **DESCRIPTIONS:**

- Microsoft Word on 3.5" Diskette or CD
- Each Description shall be complete and independent (separate file).
- Hard Copies signed and stamped by PLS.

#### **GENERAL:**

- P.K. Nails or other permanent stationing markings shall be required.
- Re-staking of right-of-way or easements may be required (See Article 4).
- All survey plats to be on Alabama State Plane Datum. Strip Maps shall indicate at least 2 monuments in place with Alabama State Plane Coordinate values shown on each.
- Parcel plats and legal descriptions shall indicate the Alabama State Plane Coordinate NAD83 Alabama East Zone Value of the point of beginning.

**ATTACHMENT 15 - GIS BASE MAP**

DESIGN LEVEL	CONTENTS	LINE CODE	COLOR	WEIGHT	TEXT SIZE	FONT	CELL NAME
1	State Plane Coordinate Grid	0	0	0	20	0	
2	Benchmarks	0	0	0			
3	Private Street Text	0	105	0	20	0	
3	Street Text	0	3	0	20 (or 18)	0	
4	Street R/W	7	0	0			
5	Street Centerline	7	0	0			
6	Street Pavement	0	3	0			
6	Proposed Street Pavement	3	16	0			
6	Private Streets	0	105	0			
6	Proposed Private Road	3	105	0			
7	Parking Lots	1	3	1			
7	Private Lots used as Roads	1	105	1			
8	Secondary Roads--Private	2	105	0			
8	Secondary Roads	2	3	0			
8	Trails	3	3	0			
9	Secondary Roads/Trails Text	0	3	0	20	0	
10	Sidewalks	5	3	0			
11	Bridges/Culverts/Paved Ditches	0	0	0			
12	Hydrology - Major	6	1	0			
12	Hydrology - Minor, Ditches	7	1	0			
13	Hydrology - Text	0	1	0	25	23	
14	Tailings & Quarries, Athletic Fields/Text, misc. areas	0	1	0			
15	Greenways	3	48	0			
16	Speed Tables	0	3	0			TCALM
17	Railroad Tracks (Patterned)	0	2	0			RR
18	Railroad Text	0	2	0	25	0	
19	Railroad R/W	2	2	0			
20	Utility Poles (Cell)	0	5	0			P POLE
21	Utility Easements	3	5	0			
22	Utility Text	0	5	1			
23	Geographic Names	0	3	1			
24	Building Structures	0	0	0			
24	Pools and Text	0	1	0	10	1	
24	Future Site of Structures	2	0	0			STRUCT
24	Existing Structures (exact location and shape unknown)	2	0	0			STRCEX
25	Property Lines/ refuge bdy.	6	6	1	30	1	
26	Cadastral Polygons	6	6	0			
27	Ownership Text	0	6	1			
28	Cemeteries/Text	4	6	0	10	1	
29	Lot Numbers				25	0	
30	Block Numbers				30	0	
31	Addition Names	0	0	0	35	0	
32	Open						
33	Lot Ticks						
34	Lot Lines/Property Lines	6	6	0			
35	Trees/Hedge Rows	0	6	0	AS=1		TREES
36	GPS Monuments	0	5	0	18	23	CONTRL
37	2' Topo Contour						
38	5' Topo Contour	0	7	0			
39	25' Major Topo Contour	0	7	0			



40	X Spot Elevation	0	7	0			
41	FEMA Monuments/Labels	0	3/0	0	18	1	FEMA
42	Quarter Sections						
43	Section Lines	0	5	0			
44	Features	0	2	0			
44	Cell Towers	0	12	0	AS=1		CELTWR
45	Fences (Pattern)	0	8	0	AS=1		FENCE
46	Format/Legend	0	0	0			Limleg Madleg
47	Mass Points	0	7	2			
48	Break Lines	0	7	2			
49	Open						
50	Billboards	0	37	1			BBOARD
51	Sanitary Sewer	0		3			
52	Sanitary Sewer Text						
53	Storm Water Features	0		3			
54	Storm Water Text						
55	Open						
56	Property Address	0	1	0			
57	Text Tag for Buildings	0	1	0	10-20	1	
58	One Way Arrows	1	3	1			
59	Open						
60	Open						
61	Open						
62	Monuments for Setup (point cell)						
63	Open						

## **ATTACHMENT 16 – REQUIRED DELIVERABLES**

Checklist must be submitted at 100% review and with final invoice.

This is a submittal only. **Return this sheet with submittal**

<b><u>YES</u></b>	<b><u>NO</u></b>	<b>REQUIRED SUBMITTALS TO THE PROJECT ENGINEER</b>
<input type="checkbox"/>	<input type="checkbox"/>	1. Two (2) sets of complete construction drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system, NAD1983 Alabama East Zone as described in the <u>Code of Alabama</u> (1975), Section 35-2-1. Surveys shall be tied to a minimum of two accepted GPS monuments or one GPS tie point plus an astronomic observation to determine grid north or GPS Survey.
<input type="checkbox"/>	<input type="checkbox"/>	2. One (1) Micro station digital and One (1) digital file in either .tiff or .pdf format of construction drawings (must be signed and sealed) – sized 11" x 17".
<input type="checkbox"/>	<input type="checkbox"/>	3. Two (2) sets of right-of-way drawing prints sized 24" x 36" sealed and marked "ISSUED FOR CONSTRUCTION". Drawings information shall be referenced to Alabama State Plane Coordinate system. NAD1983 Alabama East Zone
<input type="checkbox"/>	<input type="checkbox"/>	4. One (1) Micro station digital file of right-of-way drawings.
<input type="checkbox"/>	<input type="checkbox"/>	5. Two (2) print sets of 8-1/2" x 11" legal descriptions for right-of-way (REVISED SETS ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	6. One (1) digital text file of legal descriptions for right-of-way (REVISED FILE ONLY)
<input type="checkbox"/>	<input type="checkbox"/>	7. One (1) print copy of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	8. One (1) digital spread sheet file of Final Construction Cost Estimate.
<input type="checkbox"/>	<input type="checkbox"/>	9. Three (3) printed and bound copies of corrected quantity calculations to match Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	10. One (1) digital spread sheet file (Excel 2003 format) of Final Bid Quantities.
<input type="checkbox"/>	<input type="checkbox"/>	11. Two (2) print sets of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	12. One (1) digital text file of contract specifications.
<input type="checkbox"/>	<input type="checkbox"/>	13. One (1) complete set of signed and sealed calculations.
<input type="checkbox"/>	<input type="checkbox"/>	14. One (1) complete set of all approved permits including Location, Character, and Extent, COE, ADEM, etc.
<input type="checkbox"/>	<input type="checkbox"/>	15. One (1) complete set of all field notes.
<input type="checkbox"/>	<input type="checkbox"/>	16. One (1) copy of digital aerial photography obtained for this PROJECT in (.tif) format, as necessary.
<input type="checkbox"/>	<input type="checkbox"/>	17. Utility Project Notification forms and a list of all utilities that need to be contacted.

\_\_\_\_\_ Engineer